

Solicitation Document

Consultant Services, Parking Management Strategies Request for Proposal

RFP NUMBER: 00-041

August 2000

This Contract will be funded in part by the Federal Transit Administration (FTA).
Neither FTA nor the Federal Government are party to any subagreement nor to any
solicitations or request for proposals.



King County

TABLE OF CONTENTS

DEFINITION OF WORDS AND TERMS.....	V
REQUEST FOR PROPOSALS.....	VIII
AGREEMENT	X
INTRODUCTION.....	1
SECTION 1 - PROPOSAL PREPARATION	1
1-1 <u>INTRODUCTION</u>	1
1-2 <u>PROPOSAL SUBMISSION</u>	2
1-3 <u>PROPOSAL SIGNATURE</u>	2
1-4 <u>ADDENDA</u>	2
1-5 <u>SCHEDULE</u>	2
1-6 <u>INQUIRIES</u>	2
1-7 <u>INTERPRETATION OF PROPOSAL AND CONTRACT DOCUMENTS</u>	3
1-8 <u>EXAMINATION OF PROPOSAL AND CONTRACT DOCUMENTS</u>	3
1-9 <u>COST OF PROPOSALS</u>	3
1-10 <u>MODIFICATION OR WITHDRAWAL OF PROPOSALS PRIOR TO SUBMITTAL DATE</u>	3
1-11 <u>ERRORS AND ADMINISTRATIVE CORRECTIONS</u>	3
1-12 <u>PROMPT PAYMENT DISCOUNT</u>	4
1-13 <u>POSTPONEMENT OR CANCELLATION OF REQUEST FOR PROPOSAL</u>	4
1-14 <u>PROPOSAL REQUIREMENTS</u>	4
1-15 <u>COLLUSION</u>	5
1-16 <u>REJECTION OF PROPOSALS</u>	5
1-17 <u>PROPOSAL PRICE AND EFFECTIVE DATE</u>	5
1-18 <u>PROCEDURE WHEN ONLY ONE PROPOSAL IS RECEIVED</u>	5
1-19 <u>PROTEST PROCEDURES</u>	6
1-20 <u>CONFLICTS OF INTEREST - CURRENT AND FORMER EMPLOYEES</u>	7
1-21 <u>DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION</u>	8
1-22 <u>PROPOSAL ALTERNATIVES</u>	9
1-23 <u>SUPPORTED EMPLOYMENT PROGRAM</u>	9
SECTION 2 - PROPOSAL EVALUATION AND CONTRACT AWARD.....	10
2-1 <u>GENERAL</u>	10
2-2 <u>CHANGES IN REQUIREMENTS</u>	10
2-3 <u>PROPOSAL EVALUATION</u>	10
2-4 <u>EVALUATION OF THE BEST AND FINAL OFFER</u>	11
A. <u>Responsiveness</u>	11
B. <u>Responsibility</u>	11
C. <u>Financial Resources</u>	11
D. <u>Financial Reporting</u>	11
2-5 <u>NEGOTIATIONS</u>	11
2-6 <u>CONTRACT AWARD</u>	12
2-7 <u>INSURANCE REQUIREMENTS</u>	12
2-8 <u>EXECUTION OF CONTRACT AND NOTICE TO PROCEED</u>	12
2-9 <u>PUBLIC DISCLOSURE OF PROPOSALS</u>	12
SECTION 3 - STANDARD CONTRACTUAL TERMS AND CONDITIONS.....	13
3-1 <u>ADMINISTRATION</u>	13
3-2 <u>CHANGE ORDERS</u>	13

3-3	<u>COST/PRICE ANALYSIS</u>	14
3-4	<u>TERMINATION FOR CONVENIENCE/DEFAULT/NON-APPROPRIATION</u>	14
A.	<u>Termination for Convenience</u>	14
B.	<u>Termination for Default</u>	14
C.	<u>Termination for Non-Appropriation</u>	15
3-5	<u>FORCE MAJEURE</u>	15
3-6	<u>PAYMENT</u>	16
3-7	<u>PAYMENT PROCEDURES</u>	16
3-8	<u>WORK AND MATERIALS OMITTED</u>	16
3-9	<u>CHARGES TO CONTRACTOR</u>	16
3-10	<u>WASHINGTON STATE SALES TAX</u>	16
3-11	<u>TAXES, LICENSES, AND CERTIFICATE REQUIREMENTS</u>	17
3-12	<u>PRICE WARRANTY</u>	17
3-13	<u>DEFECTIVE WORK, MATERIALS OR SERVICES</u>	17
3-14	<u>NO WAIVER OF WARRANTIES AND CONTRACT RIGHTS</u>	17
3-15	<u>ASSIGNMENT</u>	17
3-16	<u>INDEMNIFICATION</u>	18
3-17	<u>APPLICABLE LAW AND FORUM</u>	18
3-18	<u>AFFIRMATIVE ACTION REQUIREMENTS (EQUAL EMPLOYMENT OPPORTUNITY)</u>	18
A.	<u>Nondiscrimination - General</u>	18
B.	<u>Employment Practices</u>	19
C.	<u>Compliance with Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act</u> <u>19</u>	
3-19	<u>CONFLICTS OF INTEREST AND NON-COMPETITIVE PRACTICES</u>	20
A.	<u>Conflict of Interest</u>	20
B.	<u>Contingent Fees and Gratuities</u>	20
3-20	<u>DISPUTES, CLAIMS AND APPEALS</u>	21
3-21	<u>MEDIATION AND ARBITRATION</u>	21
3-22	<u>RETENTION OF RECORDS, AUDIT ACCESS AND PROOF OF COMPLIANCE WITH CONTRACT</u>	22
A.	<u>Retention of Records</u>	22
B.	<u>Audit Access</u>	22
3-23	<u>OTHER PUBLIC AGENCY ORDERS</u>	23
3-24	<u>RECYCLED PRODUCTS POLICY</u>	23
	SECTION 4 - SPECIFIC CONTRACTUAL TERMS AND CONDITIONS	24
4-1	<u>CONTRACT DOCUMENTS AND PRECEDENCE</u>	24
4-2	<u>CONTRACT PERIOD</u>	24
4-3	<u>SHIPPING CHARGES</u>	24
4-4	<u>GUARANTEE/WARRANTY</u>	24
4-5	<u>INDUSTRUSTRIAL AND HAZARDOUS WASTE</u>	25
4-6	<u>PATENTS AND ROYALTIES</u>	25
4-7	<u>YEAR 2000 CAPABILITY</u>	25
4-8	<u>NONDISCLOSURE OF DATA</u>	25
	SECTION 5 - INSURANCE REQUIREMENTS.....	26
5-1	<u>EVIDENCE AND CANCELLATION OF INSURANCE</u>	26
5-2	<u>INSURANCE REQUIREMENTS</u>	26
	SECTION 6 - FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS.....	29
6-1	<u>APPLICABILITY AND FEDERAL GRANT CONTRACT</u>	29
6-2	<u>NO GOVERNMENT OBLIGATIONS TO THIRD PARTIES</u>	29
6-3	<u>DISADVANTAGED BUSINESS PARTICIPATION</u>	29
6-4	<u>EQUAL EMPLOYMENT OPPORTUNITY</u>	29
6-5	<u>TITLE VI COMPLIANCE</u>	30

A.	<u>Nondiscrimination</u>	30
B.	<u>Solicitations for Subcontracts, Including Procurements of Materials and Equipment</u>	30
C.	<u>Information and Reports</u>	30
D.	<u>Sanctions for Noncompliance</u>	31
E.	<u>Incorporation of Provisions</u>	31
6-6	<u>LABOR PROVISIONS - NON-CONSTRUCTION CONTRACTS</u>	31
A.	<u>Overtime Requirements</u>	31
B.	<u>Violation: Liability for Unpaid Wages: Liquidated Damages</u>	31
C.	<u>Withholding for Unpaid Wages and Liquidated Damages</u>	32
D.	<u>Nonconstruction Grants</u>	32
E.	<u>Subcontracts</u>	32
6-7	<u>AUDIT AND INSPECTION OF RECORDS</u>	32
6-8	<u>BUY AMERICA –(NOT USED)</u>	32
6-9	<u>FTA PROTEST PROCEDURES</u>	33
6-10	<u>PRIVACY</u>	33
6-11	<u>ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES</u>	33
6-12	<u>INTEREST OF MEMBERS OF OR DELEGATES OF CONGRESS</u>	34
6-13	<u>CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS</u>	34
6-14	<u>SUBCONTRACTORS' CERTIFICATION REGARDING DEBARMENT SUSPENSION OR INELIGIBILITY</u>	35
6-15	<u>DISCLOSURE OF LOBBYING ACTIVITIES</u>	35
6-16	<u>ANTI-KICKBACK</u>	35
6-17	<u>FALSE OR FRAUDULENT STATEMENTS OR CLAIMS</u>	36
6-18	<u>CONSERVATION</u>	36
6-19	<u>AIR POLLUTION</u>	36
6-20	<u>ENVIRONMENTAL REQUIREMENTS</u>	36
A.	<u>Environmental Protection</u>	36
B.	<u>Air Quality</u>	36
C.	<u>Clean Water</u>	37
D.	<u>Use of Public Lands</u>	37
E.	<u>Energy Conservation</u>	37
6-21	<u>PATENT RIGHTS</u>	37
6-22	<u>PREFERENCE FOR RECYCLED PRODUCTS</u>	37
SECTION 7 - TECHNICAL SPECIFICATIONS		38
7-1	<u>CONSULTANT TASKS</u>	38
7-2	<u>MATERIALS TO BE PROVIDED BY KING COUNTY</u>	39
7-3	<u>DELIVERABLES/ MEETINGS</u>	39
7-4	<u>SCHEDULE OF PAYMENTS</u>	40
SECTION 8- EVALUATION CRITERIA		42
8-1	<u>GENERAL</u>	42
8-2	<u>SCORING AND EVALUATION CRITERIA</u>	42
ATTACHMENTS:		
Attachment A	Proposal Response Form	
Attachment B	Price Proposal	
Attachment C	Personnel Inventory Report	
Attachment D	Personnel Inventory Report (Supplemental Form)	
Attachment E	Affidavit and Certificate of Compliance Regarding Equal Employment Opportunity	
Attachment F	Statement Regarding Minority and Women Business Enterprise Commitment/ Disadvantaged Business Enterprise Commitment	

Attachment G	Current or Former Employee Disclosure Form
Attachment H	Not Used
Attachment H-1	Not Used
Attachment I	Certificate of Lobbying Activities
Attachment J	Disclosure Form to Report Lobbying and Instructions
Attachment K	Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
Attachment L	Certification Regarding Debarment, Suspension and Other Ineligibility and Voluntary Exclusion - Lower-Tier Covered Transactions
Attachment M	Consultant Disclosure Form

DEFINITION OF WORDS AND TERMS

Words and terms shall be given their ordinary and usual meanings. Where used in the contract documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Acceptance: Formal action of the County in determining that the Contractor's work has been completed in accordance with the contract.

Act of Nature: A cataclysmic phenomenon of nature, such as an earthquake, flood or cyclone.

Addenda: Written additions, deletions, clarification, interpretations, modifications or corrections to the contract documents issued by the County during the Proposal period and prior to the date and time established for submittal of Proposals.

Best and Final Offer: Best and Final Offer shall consist of the Proposer's revised Proposal, the supplemental information and the Proposer's Best and Final Offer. In the event of any conflict or inconsistency in the items submitted by the Proposer, the items submitted last will govern.

Buyer: Individual designated by King County to conduct the contract solicitation process, draft and negotiate contracts, resolve contractual issues and support the Project Manager during contract performance.

Central Business District (CBD): Downtown Seattle, which, for the purposes of this project is defined as the area within the following boundaries: Denny Way to the north, Puget Sound to the west, I-5 to the east, and Dearborn to the south.

Change Order: Written order issued by the County, with or without notice to sureties, making changes in the work within the scope of this contract.

Contract or Contract Documents: The writings and drawings embodying the legally binding obligations between the County and the Contractor for completion of the services or work under the Contract.

Contract Administrator: The individual designated by the County to administer the contract and be the contractor's primary point of contact. The contract administrator will approve orders, receipts, invoices and document the contractor's performance. This person may be the project manager.

Contract Price: Amount payable to the Contractor under the terms and conditions of the contract for the satisfactory performance of the services under the contract.

Contract Period: The period and time during which the Contractor shall perform the services or work under the contract.

Contract Time: Number of calendar days and/or the intermediate and final completion dates stated in the contract documents for the completion of the work specified herein.

Contractor: The individual, association, partnership, firm, company, corporation, or combination thereof, including joint ventures, contracting with the County for the performance of services or work under the contract.

Contractor's Representative: The individual designated in writing by the Contractor to act on its behalf under this contract.

Council: The Metropolitan King County Council. The elected, governing body of King County.

Criteria, Evaluation Criteria or Evaluation Factors: The elements cited in the RFP that the County will examine to determine the proposers understanding of the requirements; technical, business and management approach; key personnel; qualification and experience of the proposer; potential for successfully accomplishing the contract; risk allocation and the probable cost to the County.

Day: Calendar day.

Executive: King County Executive.

Month: The period commencing on the first day of a calendar month and ending on the first day of the next succeeding calendar month.

Person: Includes individuals, associations, firms, companies, corporations, partnerships, and joint ventures.

Project Manager: The individual designated by the County to manage the project on a daily basis and may represent the County for contract administration. This contract may be part of a larger County project.

Proposal Evaluation Team (PET): Team of people appointed by the County to evaluate the Proposals, conduct discussions, call for Best and Final Offers, score the Proposals and make recommendations.

Proposed Work Change (PWC): A written document issued by the project manager, or his/her designee, to the Proposer identifying contemplated changes in the work and requesting a price estimate from the Contractor; such a document shall not be interpreted or construed to constitute a change order.

Proposer: Individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a Proposal to perform the work.

Proposer's Representative: The individual designated in writing by the Proposer to act on its behalf under this contract.

Provide: Furnish without additional charge.

RCW: The Revised Code of Washington.

RFP: Request for Proposals. Also known as the solicitation document.

Reference Documents: Reports, specifications, and drawings which are available to Proposers for information and reference in preparing Proposals but not as part of this contract.

Shall or Will: Whenever used to stipulate anything, shall or will means mandatory by either the Contractor or the County, as applicable, and means that the Contractor or the County, as applicable, has thereby entered into a covenant with the other party to do or perform the same.

Specifications or Technical Specifications: A Section of the Request for Proposals consisting of written descriptions of services to be performed or of the technical requirements to be fulfilled under this contract.

Subcontractor: The individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Contractor to perform any portion of the work covered by this contract.

Submittals: Information which is submitted to the project manager in accordance with the technical specifications.

Subsection: For reference or citation purposes, subsection shall refer to the paragraph, or paragraphs, called out by part, section and alphanumeric designator

WAC: Washington Administrative Code.

Work: Everything to be done and provided for the fulfillment of the contract.

KING COUNTY
REQUEST FOR PROPOSALS

RFP NO. 00-041

Proposal Submittal Date: September 5, 2000

Proposals for the Supply and Delivery of Consultant Services, Parking Management Strategies will be received by King County, at its Procurement Services Division, Exchange Branch Office (M/S-EXC-FI-0871), Eighth Floor of the Exchange Building, 821 Second Avenue, Suite 10, Seattle, Washington 98104-1598 until 2:00 p.m. Seattle time on Tuesday, September 5, 2000.

Prospective Proposers should submit written questions concerning this RFP to Steve Cole, no later than 4:00 p.m. PST, on Friday, August 25, 2000. Copies of questions and answers will be sent to all prospective Proposers who received an RFP.

This contract will be funded approximately three percent by the Federal Transit Administration (FTA). Neither the FTA nor the Federal Government shall be a party to any subagreement nor to any solicitations or request for Proposals. This procurement and any resulting contract will be subject to regulations contained in 49 Code of Federal Regulations (CFR) Part 18 and the applicable grant agreement between the County and the FTA.

Information may be obtained by contacting the undersigned at phone number (206) 263-5246 or FAX number (206) 684-1470, or in person at the above address.

This RFP is available on the Internet at www.metrokc.gov/finance/procure/exch/html/exch.htm or by using the first part www.metrokc.gov/finance/procure and choosing "Procurement Information System..." on the next page choose "Exchange Building" and on the last page look for 00-041. Persons who copy the Document from the Internet must inform the Buyer that they have received the document. If they fail to inform the Buyer, they will not be notified of Addendums as issued. All Addendums must be referenced in the Proposal Response Form.

The County reserves the right to reject any and all Proposals submitted or parts thereof, and to waive informalities or minor irregularities.

This information is available on request in accessible formats for people with disabilities by calling (206) 684-2046 or (206) 263-3413 (TDD).

King County

Steve Cole
Supervisor, Procurement Services

Phone No.: (206) 263-5246
Fax No.: (206) 684-1470

Dates of Publication: August 11, 2000

(5739 430828)

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____, by and between King County, Washington, (hereinafter "County") _____ (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the County has caused contract documents for:

Contract No.: _____ **RFP 00-041**

Contract Title: CONSULTANT SERVICES, PARKING MANAGEMENT STRATEGIES

to be prepared for certain work as described therein; and

WHEREAS, the Contractor has assured the County that it has the specialized expertise and experience necessary to properly provide the services in a timely manner and that its Proposal includes all of the functions and features required for the goods and services; and

WHEREAS, the County has accepted the Contractor's offer to provide the services in accordance with the contract's terms, specifications and Proposal documents;

NOW THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to supply the services at the price and on the terms and conditions herein contained, and to assume and perform all of the covenants and conditions herein required of the Contractor, and the County agrees to pay the Contractor the contract price provided herein for the supply of the services and the performance of the covenants set forth herein.

THE FURTHER TERMS, CONDITIONS AND COVENANTS of the contract are set forth in the following exhibit parts each of which is attached hereto and by this reference made a part hereof in the following order of precedence; Change Orders; the contract document which includes: Standard Contractual Terms and Conditions; Specific Contractual Terms and Conditions; Insurance Requirements; Federal Transit Administration (FTA) Requirements; Specifications; Contract Administration, Introduction, Attachments **A, B, C, D, E, F, G, I, J, K, L and M**, Best and Final Offer; RFP Addenda; Request for Proposals; and the Proposal.

COMPANY NAME:

KING COUNTY

ACCEPTED BY:

APPROVED BY:

Signature

Signature

Name and Title (Print or Type)

Name and Title (Print or Type)

Date Accepted:_____

Date Accepted:_____

INTRODUCTION

SECTION 1 - PROPOSAL PREPARATION

1-1 Introduction

The King County Department of Transportation is requesting consultant proposals for a project involving development of value-pricing strategies that focus on parking management for downtown Seattle in anticipation of the closure of the Downtown transit tunnel in 2004.

The goal of this work is to discourage drive-alone commuting and to more effectively manage surface and garage parking inventory in order to provide:

- Increased parking supply for rideshare vehicles
- preferential pricing and location for rideshare vehicles
- ample short-term parking for retail/visitor uses, and
- parking spaces for Seattle car share program vehicles in the Downtown.

Phase I of this project is expected to start in Fall, 2000.

A. Background Information

Construction of the light rail system through the downtown Seattle transit tunnel in 2004-2006 will result in the rerouting of 160 buses onto downtown streets.

Metro, Sound Transit and the City of Seattle are working together to increase alternatives for HOV users during this period, particularly through the use of pricing incentives. The conduit for providing downtown pricing incentives will be the downtown Seattle Area Pass, a product already offered to downtown employers. One of the objectives of this project is to link Area Pass with parking cash-out and develop a range of parking strategies to increase the attractiveness of the Area Pass.

The overall project goal is to test the effectiveness of specific value pricing mechanisms in attracting downtown Seattle employees to HOV modes prior to the start of light rail construction in 2004. Specific strategies to be tested include:

- Parking cash-out
- Unbundling of parking from building leases
- Parking discount days
- Restructuring of parking rates in City, County and private lots to favor HOV modes and short-term use
- Negotiating to increase carpool parking in adjacent neighborhoods where significant development is occurring.
- Utilizing existing parking supply by renegotiating Transportation Management Programs (TMP's) already required in 35 downtown buildings.

1-2 Proposal Submission

Proposals shall contain all required attachments and information, be sealed and submitted to King County (hereinafter "County"), Procurement Services Division, Exchange Branch Office, (M/S EXC-FI-0871), Eighth Floor, Exchange Building, 821 Second Avenue, Suite 10, Seattle, Washington 98104-1598 no later than 2:00 p.m. Seattle time on September 5, 2000.

The County reserves the right to request oral interviews, additional information, site visits, or any other type of clarification of Proposal information it deems necessary to evaluate Proposals.

1-3 Proposal Signature

Each Proposal shall be signed by the Proposer or the Proposer's authorized representative and include the Proposer's address. If the Proposal is made by an individual, the name, signature and post office address must be shown; if made by a partnership or joint venture, the name and post office address of the partnership or joint venture and the signature of at least one of the general partners or authorized joint venture partners must be shown; if made by a corporation, the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person who signs on behalf of the corporation must be shown.

1-4 Addenda

Each Proposal Response Form, Attachment A, shall include acknowledgment of receipt and review of all addenda issued during the Proposal period.

1-5 Schedule

<u>Day/Month/Year</u>	<u>Event</u>
8-11-00	Public announcement of Request for Proposals
8-25-00	Pre-proposal questions due, in writing
9-5-00	Proposals due
9-6-00	Evaluation/Negotiation of Proposals begins. Firms with Proposals judged unacceptable will be notified that they will not be considered further.
* 9-18-00	Evaluation/Negotiation complete
* 10-1-00	Execute contract and issue Notice to Proceed

*NOTE: Dates preceded by an asterisk are estimated dates. Estimated dates are for information only.

1-6 Inquiries

Inquiries concerning the procurement process shall be directed to Steve Cole at phone number (206) 263-5246 or FAX number (206) 684-1470 or in writing to King County' Procurement and Contract Services Division, M/S EXC-FI-0871, Exchange Building, 8th Floor, 821 Second Avenue, Suite 10, Seattle, Washington 98104-1598.

Communications with other than the listed County staff may cause the firm to be subject to disqualification by the Manager of Procurement Services or designee.

1-7 Interpretation of Proposal and Contract Documents

No oral interpretations as to the meaning of the RFP will be made to any Proposer. Requests for a written interpretation shall be made in writing and delivered or faxed to the Buyer at the County's Procurement Services Division at the address indicated in Section 1-6 at least ten (10) calendar days before the date established for submitting Proposals. Any interpretation deemed necessary by the County will be in the form of an addendum to the RFP and when issued will be delivered as promptly as is practicable to all parties to whom the RFP has been issued. All addenda shall become part of the RFP and any subsequently awarded contract. Proposers shall not rely upon any oral statements or conversations, whether at the pre-proposal conference, if any, or otherwise, they may have with County employees or third parties regarding the RFP.

1-8 Examination of Proposal and Contract Documents

The submission of a Proposal shall constitute an acknowledgment upon which the County may rely that the Proposer has thoroughly examined and is familiar with the RFP, including any work site identified in the RFP, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or related to the goods and services to be provided hereunder. The failure or neglect of a Proposer to receive or examine such documents, work sites, statutes, regulations, ordinances or resolutions shall in no way relieve the Proposer from any obligations with respect to the Proposer's Proposal or to any contract awarded pursuant to this RFP. No claim for additional compensation will be allowed which is based upon a lack of knowledge or misunderstanding of this RFP, work sites, statutes, regulations, ordinances or resolutions.

1-9 Cost of Proposals

The County is not liable for any costs incurred by Proposers in the preparation, presentation, testing or negotiation of proposals submitted in response to this RFP.

1-10 Modification or Withdrawal of Proposals Prior to Submittal Date

At any time before the time and date set for submittal of Proposals, a Proposer may request to withdraw or modify its Proposal. Such a request must be made in writing by a person with authority as identified in Attachment A, Proposal Response Form. All Proposal modifications shall be made in writing, executed and submitted in the same form and manner as the original Proposal.

1-11 Errors and Administrative Corrections

The County will not be responsible for any errors in Proposals. Proposers will only be allowed to alter Proposals after the submittal deadline in response to requests for clarifications or Best and Final Offers by the County. The County reserves the right to request an extension of the Proposal period from a Proposer or Proposers.

The County reserves the right to allow corrections or amendments to be made that are due to minor administrative errors or irregularities, such as errors in typing, transposition or similar administrative errors.

1-12 Prompt Payment Discount

Proposals offering a prompt-payment discount for payments made within twenty (20) calendar days will be evaluated at the discounted price.

1-13 Postponement or Cancellation of Request for Proposal

The County reserves the right to cancel the RFP or postpone the date and time for submitting Proposals.

1-14 Proposal Requirements

A. The Proposal shall contain the following items and follow the exact sequence outlined below:

1. Proposals shall respond to the Proposal Requirements listed in Section 7.
2. Attachments:
 - . Attachment A - Proposal Response Form
 - Attachment B - Price Proposal
 - Attachment C - Personnel Inventory Report
 - Attachment D - Personnel Inventory Report (Supplemental Form)
 - Attachment E - Affidavit and Certificate of Compliance Regarding Equal Employment Opportunity - Sign and submit with Proposal
 - Attachment F - Sworn Statement Regarding Minority and Women Business Enterprise and Disadvantaged Business Enterprise Commitment - Sign and submit with Proposal
 - Attachment G - Current or Former King County Employee Disclosure Form. If applicable, complete and submit as part of the Proposal.
 - Attachment H - Not used
 - Attachment I - Certificate of Lobbying Activities - Sign and submit with Proposal
 - Attachment J - Disclosure Form to Report Lobbying and Instructions – Complete as appropriate, sign and submit with Proposal
 - Attachment K - Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions. Signed by Contractor after award
 - Attachment L - Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion - Lower-Tier Covered Transactions. Signed by subcontractors after award to the Primary Contractor
 - Attachment M – Consultant Disclosure Form

B. Submit six (6) copies of the Proposal and attachments. One copy shall be unbound to facilitate reproduction.

1-15 Collusion

If the County determines that collusion has occurred among Proposers, none of the Proposals of the participants in such collusion will be considered. The County's determination shall be final.

1-16 Rejection of Proposals

- A. The County reserves the right to reject any Proposal for any reason including, but not limited to, the following: any Proposal which is incomplete, obscure, irregular or lacking necessary detail and specificity; any Proposal which has any qualification, addition, limitation or provision attached to the Proposal; any Proposal from Proposers who (in the sole judgment of the County) lack the qualifications or responsibility necessary to perform the work; any Proposal which is not approved as being compliant with the requirements for equal employment opportunity; any Proposal for which a Proposer fails or neglects to complete and submit any qualifications information within the time specified by the County; and any Proposal submitted by a Proposer which is not registered or licensed as may be required by the laws of the state of Washington or local government agencies.
- B. In consideration for the County's review and evaluation of its Proposal, the Proposer waives and releases any claims against the County arising from any rejection of any or all Proposals, including any claim for costs incurred by Proposers in the preparation and presentation of Proposals submitted in response to this RFP.

1-17 Proposal Price and Effective Date

The Proposal price shall include everything necessary for the prosecution and completion of the contract. Prices quoted on the Proposal Response Form shall include all freight charges, FOB to the designated delivery point. Washington State sales/use taxes and Federal excise taxes shall not be included in the Proposal price. The County will pay any Washington State sales/use taxes applicable to the contract price or tender an appropriate amount to the Contractor for payment to Washington State. The County is exempt from Federal excise taxes. All other government taxes, duties, fees, royalties, assessments and charges shall be included in the Proposal price. The Proposal shall remain in effect for 180 calendar days after final Proposal submittal date and time. In the event of a discrepancy between the unit price and the extended amount for a Proposal item, the County reserves the right to clarify the Proposal.

1-18 Procedure When Only One Proposal Is Received

- A. If the County receives a single responsive, responsible and advantageous Proposal, the County shall have the right, in its sole discretion, to extend the Proposal acceptance period for an additional 60 days and to conduct a price or cost analysis on such Proposal. The Proposer shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single Proposal; the County reserves the right to reject such Proposal or any portion thereof.
- B. By submitting a Proposal, the Proposer has thereby agreed to the provisions set forth in this subsection.

1-19 Protest Procedures

Any actual or prospective Proposer, including subcontractors and suppliers showing a substantial economic interest in a contract that may be awarded under this RFP, who claims to be aggrieved in connection with the solicitation or proposed award of such a contract may submit a protest to the County in accordance with the procedures set forth herein.

1. Protest Deadlines. Protests based on the specifications or other terms in this RFP which are apparent prior to the date established for submittal of Proposals, shall be submitted not later than seven calendar days prior to said date. Protests based on other circumstances shall be submitted within five calendar days after the allegedly aggrieved person knows or should have known of the facts and circumstances upon which the protest is based; provided, however, that in no event shall a protest be considered after rejection of all Proposals.
2. Protest Procedure. In order to be considered, a protest shall be in writing and shall include: (1) the name and address of the allegedly aggrieved person; (2) the contract number and contract title under which the protest is submitted; (3) a detailed description of the specific grounds for protest and any supporting documentation; and (4) the specific ruling or relief requested. Written communications to the County from Proposers or other parties that raise questions or issues but do not address each of the four factors shall not be considered a protest by the County. The written protest shall be addressed to:

King County
Procurement and Contract Services Division
Mail Stop EXC-FI-0871
Exchange Building, 8th Floor
821 Second Avenue, Suite 10
Seattle, Washington 98104-1598

Attn: Steve Cole, Supervisor, Procurement,
Protest RFP No. 00-041

3. Protest Review. Upon receipt of a timely written protest, the Buyer will promptly consider the protest. The Buyer will give notice of the pending protest to potential contractors or other interested parties if the protest is filed before award. Potential contractors or other interested parties may be given an opportunity to submit their views and relevant information. If requested by the protesting party, there may be informal conferences on the merits of a protest. If the protest is not resolved by mutual agreement of the allegedly aggrieved person and the County, the Buyer will within 30 calendar days of receipt of protest issue a detailed written response to each substantive issue raised in the protest and inform the allegedly aggrieved person of his/her right to appeal the decision to the County's Director of Finance.

A copy of the decision shall be delivered or mailed to the allegedly aggrieved person and any other interested parties. The decision will be considered final and conclusive unless appealed in writing to the Director of Finance within ten calendar days of receipt by the Proposer of the decision. The appeal period shall commence on the date of delivery of the decision or if it is mailed, three (3) calendar days after the date of postmark on the envelope.

If the decision is timely appealed, the Director of Finance may set a schedule for exchange of additional documents from interested parties. The Director of Finance may, but is not required to, hear oral discussion from the parties. The subsequent determination of the Director of Finance will be issued within 30 calendar days from the hearing date, if any, or the last date established by the Director of Finance, to submit documents related to the protest appeal. The decision by the Director of Finance will be the final determination by the County.

The allegedly aggrieved party may make a request for reconsideration within three calendar days if data becomes available that was not previously known, or there has been an error of law or regulation.

Failure to comply with these protest procedures will render a protest untimely or inadequate and result in rejection thereof by the County.

4. Award Pending Resolution of Protest. The County will not make award prior to resolution of a protest, or open Proposals prior to resolution of a protest filed before Proposal is opened, unless the County determines that: (1) the items to be procured are urgently required; (2) delivery of performance will be unduly delayed by failure to make the award promptly; or (3) failure to make prompt award will otherwise cause undue harm to the County or the Federal Government, if applicable.
5. FTA Contracts. Protesters are hereby notified that, if this contract is funded in whole or in part by the Federal Department of Transportation, the Federal Department of Transportation (FTA) may entertain a protest that alleges that the County failed to have or follow written protest procedures. Protesters must file a protest with the FTA not later than five calendar days after the County renders a final decision or five calendar days after the protester knows or has reason to know that the County has failed to render a final decision. The protesting party must notify the County if it has filed a protest with the FTA. After five calendar days, the County will confirm with FTA that FTA has not received a protest. Protests to the FTA must be filed in accordance with FTA Circular 4220.1D (as periodically updated).

The County will not award a contract for five calendar days following its decision on a Proposal protest or while a protest to the FTA is pending except according to Paragraph 4. If the County determines that award is to be made under these conditions, it will first notify the FTA.

1-20 Conflicts of Interest - Current and Former Employees

The County seeks to eliminate and avoid actual or perceived conflicts of interest and unethical conduct by current and former County employees in transactions with the County. Consistent with this policy, no current or former County employee may contract with, influence, advocate, advise, or consult with a third party about a County transaction, or assist with the preparation of Proposals submitted to the County while employed by the County or within one year after leaving the County's employment, if he/she was substantially involved in determining the work to be done or process to be followed while a County employee.

All bidders, proposers, vendors, consultants or contractors who anticipate contracting with the County must identify at the time of offer, such current or former County employees involved in preparation of bids/proposals or the anticipated performance of the work or services if awarded the contract. This information should be included in Attachment G - "Current or Former County Employee Disclosure Form." Failure to identify former County employees involved in this transaction may result in the County's denying or terminating this contract. In addition, after award, the Contractor is responsible for notifying the County's project manager of current or former County employees who may become involved in the contract any time during the term of the contract

1-21 Disadvantaged Business Enterprise (DBE) Participation

It is the County's policy that disadvantaged business enterprises (DBEs) shall have the maximum practicable opportunity to participate in the performance of contracts for the County. In this regard, the Proposer shall take all necessary and reasonable steps to ensure that DBEs have the maximum opportunity to participate in the performance of subcontracts and agreements hereunder. The Proposer shall not discriminate or tolerate harassment or abuse on the basis of creed, race, religion, color, sex, sexual orientation, age, national origin or the presence of any sensory, mental or physical disability in the award and performance of such contracts and subcontracts.

A DBE is any firm certified as such at the date and time of Proposal by the Washington State Office of Minority and Women's Business Enterprise (OMWBE) or by the federal Small Business Administration under section 8(a) of the federal Small Business Act, as amended.

The County recognizes there may be few contracting opportunities for DBEs involved in performance under this RFP and therefore has not established a DBE participation goal. If the Proposer subcontracts any work under a contract awarded pursuant to this RFP, the Proposer shall make affirmative efforts to solicit and use DBEs.

Affirmative efforts shall include, at a minimum, that the Proposer take the following steps prior to entering into any subcontracts:

- A. Contact the County's Minority/Women Business Enterprise Office and Contract Compliance Division to explain the work to be subcontracted and to obtain a listing of DBEs which may be interested in performing such subcontract work;
- B. Solicit Proposals from such DBEs; and
- C. Award subcontracts to such DBEs which provide reasonable Proposals.

The Proposer shall complete and submit as part of its Proposal the Sworn Statement Regarding Disadvantaged Business Enterprise Commitment set forth in Attachment F of this RFP.

Failure to comply with the DBE requirements will be grounds for contract termination. If the Contractor subcontracts work hereunder and fails to comply with the DBE participation requirements set forth herein, then the County may declare a breach of contract and avail itself of all remedies under this contract and by law on account of such breach.

1-22 Proposal Alternatives

Proposals shall address all requirements identified in this RFP. In addition, the County may consider Proposal Alternatives submitted by Proposers that provide enhancements beyond the RFP requirements. Proposal Alternatives may be considered if deemed to be in the County's best interests. Proposal Alternatives must be clearly identified.

1-23 Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and consultants which share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Della Shaffer, King County ADA Coordinator, 296-7705.

SECTION 2 - PROPOSAL EVALUATION AND CONTRACT AWARD

2-1 General

Proposals will be evaluated and ranked by the Proposal Evaluation Team (PET) on the basis of the criteria established in this RFP. The PET will evaluate the Proposals submitted in response to the RFP, conduct fact finding, discussions/negotiations, request best and final offers and determine which Proposal is the most advantageous to the County for contract award. The PET's recommendation is subject to review and approval.

2-2 Changes in Requirements

When, either before or after receipt of Proposals, the County changes, revises, increases, or otherwise modifies its requirements, the County shall issue a written addendum to the RFP. In considering which firms to notify of a change, the County will consider the stage in the procurement process at which the change occurs and the magnitude of the change, as follows:

- A. If Proposals are not yet due, the addendum will be sent to all firms that have received the RFP.
- B. If the time for receipt of Proposals has passed but Proposals have not been evaluated, the addendum will be sent only to Proposers responding to the RFP.
- C. If the Proposals have been evaluated and classified, only those Proposals classified as in the competitive range.
- D. If a change is so substantial that it warrants substantial revision of the RFP, the County may cancel the original RFP and issue a new one, regardless of the state of the procurement process. The new solicitation will be issued to all firms originally solicited and to any firms added to the original list.

2-3 Proposal Evaluation

The PET will evaluate each Proposal using the criteria set forth in this RFP. If deemed necessary by the PET, written and/or oral discussions may be conducted with those Proposers whose Proposals are found to be potentially acceptable. Identified deficiencies, technical requirements, terms and conditions of the RFP, costs or prices, and suspected mistakes may be included among the items for discussion. The discussions are intended to give Proposers a reasonable opportunity to resolve deficiencies, uncertainties and suspected mistakes as requested by the PET and to make the cost, pricing or technical revisions required by the resulting changes.

Upon completion of discussions, the PET may issue to all remaining potentially acceptable Proposers a request for Best and Final Offers. The request will include notice that discussions are concluded, an invitation to submit a revised Proposal with a Best and Final Offer, and a new submittal date and time.

The County reserves the right to make a contract award without written and/or oral discussions with the Proposers and without an opportunity to submit Best and Final Offers when deemed to be in the County's best interests.

2-4 Evaluation of the Best and Final Offer

After requesting Best and Final Offers, if requested, the PET will evaluate the Proposal or Proposals which have been preliminarily identified as most advantageous through analysis of information derived from the Proposal, the County's records, other relevant sources and information provided by the Proposer. The PET may request that the Proposer provide additional information, explanation and documentation such as the following:

A. Responsiveness

The County will consider all the material submitted by the Proposer to determine whether the Proposer's offering is in compliance with the terms and conditions set forth in this RFP.

B. Responsibility

The responsibility of the Proposer shall be evaluated based on the criteria indicated in Section 8-2.

C. Financial Resources

The financial assets of the Proposer shall be evaluated based on criteria in Section 8.

The PET may find that the Proposer appears fully qualified to perform the contract or it may require additional information or actions from the Proposer. In the event the PET determines that there are problems of such a nature or magnitude that it is advantageous to the County to bypass the highest scored Proposal, the PET shall evaluate the qualifications of the next ranked Proposer for award of the contract. A Proposer bypassed for award by the PET for whatever reason shall have no claim for costs incurred including, but not limited to, presentation costs, Proposal preparation, the cost of providing additional information requested, or modification made either to its Proposal or internal structure or systems of the Proposer or its organization.

D. Financial Reporting

The Proposer shall provide a current copy of its Dun and Bradstreet report if requested by the County.

2-5 Negotiations

The County may enter negotiations with one or more Proposers to finalize contract terms and conditions. In the event negotiations are not successful, the County may initiate negotiations with the next ranking Proposers or reject Proposals.

Negotiation of a contract will be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed contract.

2-6 Contract Award

Contract award, if any, will be made by the County to the responsible Proposer whose Proposal meets the requirements of the RFP, and will be the most advantageous to the County with respect to price, quality and other factors as evaluated by the County. The County is not required to award a contract to the Proposer offering the lowest price. The County shall have no obligations until a contract is signed between the Proposer and the County. The County reserves the right to award one or more contracts as it determines to be in its best interest.

2-7 Insurance Requirements

The Proposer to whom the County awards a contract pursuant to this RFP shall file with the County evidence of insurance from insurer(s) satisfactory to the County certifying to the coverages of insurance set forth in this RFP. Such evidence of insurance shall be submitted within ten calendar days of receipt of a written request from the County.

Failure by the Proposer to submit satisfactory evidence of insurance shall result in rejection of the Proposal.

2-8 Execution of Contract and Notice to Proceed

The Proposer to whom the County intends to award the contract shall sign an Agreement in the form identified in Attachment M and return it to the County. Upon authorization by the County Executive, or designee, a contract will be issued. Upon receipt by King County of any required documentation and submittals by the Proposer, a Notice to Proceed may be issued, if appropriate.

2-9 Public Disclosure of Proposals

Proposals submitted under this RFP shall be considered public documents and with limited exceptions Proposals which are recommended for contract award will be available for inspection and copying by the public.

If a Proposer considers any portion of its Proposal to be protected under the law, the Proposer shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer five (5) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portions of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

SECTION 3 - STANDARD CONTRACTUAL TERMS AND CONDITIONS

3-1 Administration

This contract is between the County and the Contractor who will be responsible for providing the goods and/or performing the services described herein. The County is not party to defining the division of work between the Contractor and its subcontractors, if any, and the specifications have not been written with this intent.

The Contractor represents that it has or will obtain all personnel and equipment required to perform hereunder. Such personnel shall not be current or former employees of the County. Any current or former County employee who is involved, or becomes involved, in the performance of the contract must be disclosed according to Attachment G; and the County will determine whether conflicts of interest or ethical violations exist under the circumstances.

The Contractor's performance under this contract may be monitored and reviewed by a contract administrator appointed by the County. Reports and data required to be provided by the Contractor shall be delivered to the contract administrator. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this contract shall be addressed to the contract administrator for response.

This contract is for official use only by the County. No other use of this contract and/or the terms and conditions thereof, is authorized.

3-2 Change Orders

The Buyer may, at any time, without notice to the sureties, by written order, make any change in the work within the scope of this contract. No oral order or conduct by the County will constitute a change order unless confirmed in writing by the County.

If any change order causes an increase or decrease in the cost of, or the time required for performance of any part of the work under this contract, an equitable adjustment in the contract price, the delivery schedule, or both shall be made and the contract modified in writing accordingly. Every change order may require a cost/price analysis to determine the reasonableness of the proposed change.

The Contractor must assert its right to an adjustment under this clause within 5 calendar days after receipt of a written change order from the County. Upon request from the Contractor, the County may extend the 5 day period. The request for equitable adjustment must be in writing and state the general nature and monetary extent of the claim. The County may require additional supporting documents and cost or price analysis to determine the validity of the claim.

No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this contract. No claim will be allowed for any costs incurred more than ten days before the Contractor gives written notice, as required in this section.

All change orders shall be implemented in accordance with the Minority/Women Business Enterprise (M/WBE) compliance provisions herein.

3-3 Cost/Price Analysis

Cost/price analysis may be required by the County for the evaluation of proposals, best and final offers, negotiations, change orders, terminations, revisions to contract requirements or other circumstances as determined by the Buyer.

Cost analysis and price analysis are generally described but not limited by the following:

A. Price Analysis

Price analysis means the process of examining and evaluating a proposed price without evaluating its separate cost elements and proposed profit.

B. Cost Analysis

Cost analysis means the review and evaluation of the separate cost elements and proposed profit of the Vendor's cost or pricing data. Cost analysis is the application of judgment utilizing criteria to project from the data to the estimated costs in order to form an opinion on the degree to which the proposed costs represent what the contract should cost, assuming reasonable economy and efficiency. Cost analysis may require an on-site visit by the County designee to review company books and records.

3-4 Termination for Convenience/Default/Non-Appropriation

A. Termination for Convenience

The County for its convenience may terminate this contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination, and except as directed by the contract administrator, the Contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor shall be paid its costs, including necessary and reasonable contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor will account for the same and dispose of it in the manner the County directs. All termination payment requests are subject to cost/price analysis to determine reasonableness and compliance with the contract; the contract termination agreement, applicable laws and regulations.

B. Termination for Default

In addition to termination for convenience, if the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services and the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other material provisions of the contract, the County may terminate this contract, in whole or in part, for default. Termination shall be effected by serving a Notice of Termination by certified mail (return receipt requested) on the Contractor setting forth the manner in which the Contractor is in default and the effective

date of termination; provided that the Contractor shall have ten (10) calendar days to cure the default. The Contractor will only be paid for goods delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract less any damages to the County caused by such default. All termination payment requests are subject to cost/price analysis to determine reasonableness and compliance with the contract; the contract termination agreement, applicable laws and regulations.

The termination of this contract shall in no way relieve the Contractor from any of its obligations under this contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part. Such termination shall be in addition to the county's rights to terminate for convenience or default.

In accordance with Ordinance 12045, Section 23, payment shall not exceed the appropriation for the year in which termination is effected. If the Contract is terminated for non-appropriation:

1. The County will be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination; and
2. The Contractor shall be released from any obligation to provide further services pursuant to the contract as are affected by the termination.

Funding under this contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this contract. Should such an appropriation not be approved, the contract will terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

3-5 Force Majeure

The term "force majeure" shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents, shutdowns for purpose of emergency repairs, strikes and any other industrial, civil or public disturbances, causing the inability to perform the requirements of this contract. If any party is rendered unable, wholly or in part, by act of nature or any other cause not reasonably within such party's control, to perform or comply with any obligation or condition of this contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then King County shall be entitled to exercise any remedies otherwise provided for in this contract, including Termination for Default.

3-6 Payment

Invoices shall be furnished by the Contractor for goods and/or services, which have been delivered or provided to the County, to:

King County
Accounts Payable M.S. EXC-FI-0875
821 Second Avenue, Suite 10
Seattle, Washington 98104-1598

A duplicate copy should be sent to the County's Program Manager for the project.

Important -- The County requires one invoice per requisition for payment processing. All invoices must include the following information: contract number, requester's name and phone number, date of invoice, invoice number, requisition number, prompt payment discount and total price for invoice. For services identify hourly rates, hours worked, total hours or related fees. Failure to comply with this requirement may delay payment.

3-7 Payment Procedures

Within thirty (30) calendar days after receipt of an invoice, the County will pay the Contractor for authorized goods and/or services satisfactorily delivered or performed. Acceptance of such payment by the Contractor shall constitute full compensation for all supervision, labor, supplies, materials, work, equipment and the use thereof, and for all other necessary expenses, incurred by the Contractor.

3-8 Work and Materials Omitted

The Contractor shall, when ordered in writing by the County, omit goods and/or services to be furnished under this contract, and the value of the omitted work and material will be deducted from the purchase price. The value of omitted work, services and material will be a lump sum or unit price, mutually agreed upon in writing by the Contractor and the County. If the parties cannot agree on an appropriate deduction, the County reserves the right to issue a unilateral change order adjusting the price and the Project Implementation Schedule.

3-9 Charges to Contractor

Charges which are the obligation of the Contractor under the terms of the contract shall be paid by the Contractor to the County on demand and may be deducted by the County from any money due or to become due to the Contractor under the contract and may be recovered by the County from the Contractor.

3-10 Washington State Sales Tax

The County will make payment directly to the State for all applicable State sales taxes in case the Contractor is not registered for payment of sales taxes in the State of Washington. If the Contractor is so registered, it shall add the sales tax to each invoice and upon receipt of payment from the County, promptly remit appropriate amounts to the State of Washington.

3-11 Taxes, Licenses, and Certificate Requirements

This contract and any of the services or supplies provided hereunder are contingent and expressly conditioned upon the ability of the Contractor to provide the specified service or supplies consistent with federal, state and local law and regulations. If, for any reason, the Contractor's required licenses or certificates are terminated, suspended, revoked or in any manner modified from their status at the time this contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor shall maintain and be liable for all taxes, fees, licenses and costs as may be required by federal, state and local laws and regulations for the conduct of business by the Contractor and any subcontractors and shall secure and maintain such licenses and permits as may be required to provide the services or supplies under this contract.

3-12 Price Warranty

The Contractor warrants that the prices charged the County do not exceed the prices charged by the Contractor to any other customer purchasing the same product or service in like or similar quantities, and under similar terms and conditions.

3-13 Defective Work, Materials or Services

Prior to final acceptance hereunder, when and as often as the County determines that the work, materials or services furnished under the contract are not fully and completely in accordance with any requirement of the contract, it may give notice and description of such non-compliance to the Contractor. Within seven (7) calendar days of receiving such written notification, the Contractor must supply the County with a written detailed plan which indicates the time and methods needed to bring the work, materials or services within acceptable limits of the specifications. The County may reject or accept this plan at its discretion. In the event this plan is rejected, the work, materials or services will be deemed not accepted and returned to the Contractor at the Contractor's expense. This procedure to remedy defects is not intended to limit or preclude any other remedies available to the County by law, including those available under the Uniform Commercial Code, Title 62A RCW.

3-14 No Waiver of Warranties and Contract Rights

Conducting of tests and inspections, review of specifications or plans, payment for a product or service, or acceptance of a product or service by the County shall not constitute a waiver, modification or exclusion of any express or implied warranty or any right under this contract or in law.

3-15 Assignment

The Contractor shall not assign any interest, obligation or benefit under or in this contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the County. If assignment is approved, this contract shall be binding upon and inure to the benefit of the successor/party.

3-16 Indemnification

The Proposer acknowledges, agrees and understands that it is expected to protect, defend, indemnify and hold harmless the County for any and all liabilities that arise out of its activities associated with this contract. The Contractor's obligations under this section shall include, but not be limited to:

(a) the duty to promptly accept tender of defense and provide defense to the County at the Contractor's own expense;

(b) indemnification for such claims whether or not they arise from the sole negligence of the Contractor, or the concurrent negligence of the Contractor and the County.

(c) the duty to indemnify and defend the County from any claim, demand, and/or cause of action brought by or on behalf of any of the Contractor's employees, or agents. The foregoing duty is specifically and expressly intended to constitute a waiver of the Contractor's immunity under Washington's Industrial Insurance act, RCW Title 51, as respects the County only, and only to the extent necessary to provide the County with a full and complete indemnity and defense of claims made by the Contractor's employees. The County and the Contractor acknowledge that these provisions were mutually negotiated and agreed upon by them.

In the event the County incurs attorney fees and/or costs in the defense of claims for damages within the scope of this section, such fees and costs shall be recoverable from the Contractor. In addition the County shall be entitled to recovery, from the Contractor attorney fees and costs incurred to enforce the provisions of this section.

3-17 Applicable Law and Forum

Except as hereinafter specifically provided, this contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any suit arising here from shall be brought in the King County Superior Court, which forum shall have sole and exclusive jurisdiction and venue.

3-18 Affirmative Action Requirements (Equal Employment Opportunity)

A. Nondiscrimination - General

1. King County Code Chapters 12.16 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract. Failure by the Contractor to comply with any requirements of these Chapters shall be a material breach of contract.
2. No contractor, subcontractor, or union doing business with the County or a County contractor who furnishes workers or services in connection therewith, shall discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation, or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person in employment, and no such contractor, subcontractor, or union shall violate the terms of RCW Chapter 49.60, Title VII of the Civil Rights Act of 1964, or any

other applicable federal, state or local law or regulation regarding nondiscrimination in employment. These provisions shall apply to all contractors, subcontractors, or unions doing business with or furnishing workers or services to the county, except other governments.

B. Employment Practices

1. During performance of this Contract, the Contractor agrees that it will not engage in unfair employment practices as defined by King County Code, Chapter 12.18. The Contractor agrees that it shall not discriminate against, nor tolerate harassment of, any employee or applicant for employment because of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation, or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person. The Contractor will take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person. Such affirmative action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
2. The Contractor will, prior to commencement and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Contractor in implementing the terms of this provision, and will permit access by the County to the Contractor's records of employment, employment advertisements, application forms, other pertinent data and records for the purpose of monitoring and investigation to determine compliance with this contract.
3. The Contractor will implement and carry out the obligation contained in its Affidavit and Certificate of Compliance, Attachment E, submitted as part of its commitment to perform the work under this Contract. Failure to implement and carry out such obligations in good faith may be considered by the County a material breach of this Contract and may be grounds for cancellation, termination, or suspension of the Contract, withholding payment, or invoking the enforcement provisions of King County Code Chapter 12.16 which provides for penalties, liquidated damages, or other remedies. The Contractor shall require that Affidavits in the form of those required by the County from the Contractor be submitted by its subcontractors and that substantially the foregoing provisions be contained in all such subcontracts.

C. Compliance with Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act

1. As required by King County Code Chapter 12.16, all contractors (except those directly selling goods) entering into contracts with King County shall provide the

County with assurance of their compliance with the provisions of Section 504 of the Federal Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990. The Contractor shall complete and maintain in its office a Section 504 self evaluation and corrective action plan. An assurance of compliance, contained in the corrective action plan, must be signed, notarized and submitted to the County before the Contract will be signed by the County.

2. In addition to the general prohibition against discrimination stated above, the following nondiscrimination provisions relating to employment of persons with disabilities shall apply to contractors, subcontractors, or unions doing business with or furnishing workers or services to the County:

A. Reasonable accommodation.

The Contractor shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified disabled applicant or employee unless the Contractor can demonstrate that the accommodation would impair or cause undue hardship on the operation of the Contractor's business.

B. Pre-employment inquiries.

The Contractor may not conduct a pre-employment medical examination or make a pre-employment inquiry as to whether an applicant is a disabled person or as to the nature or severity of a disability. The Contractor may, however, make pre-employment inquiry into an applicant's ability to perform job-related functions. Nothing in this section shall prohibit the Contractor from conditioning an offer of employment on the results of a medical examination prior to initiation of the employment, if all entering employees are subjected to such an examination regardless of disability.

3-19 Conflicts of Interest and Non-Competitive Practices

A. Conflict of Interest

The Contractor, by entering into this contract with the County to perform or provide work, services or materials, has thereby covenanted that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire any interest, which conflicts in any manner or degree with the work, services or materials required to be performed and/or provided under this contract and that it shall not employ any person or agent having any such interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the County and take action immediately to eliminate the conflict or to withdraw from this contract, as the County may require.

B. Contingent Fees and Gratuities

The Contractor, by entering into this contract with the County to perform or provide work, services or material, has thereby covenanted:

1. No person or selling agency except bona fide employees or designated agents or representatives of the Contractor has been or will be employed or retained to solicit or secure this contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and
2. No gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any of its agents, employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this contract.

3-20 Disputes, Claims and Appeals

The Contractor shall address questions or claims regarding meaning and intent of the contract or arising from this contract in writing to the buyer, within ten (10) calendar days of the date in which the Contractor knows or should know of the question or claim. The buyer will ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth day following receipt by the buyer.

In the event the Contractor disagrees with any determination or decision of the buyer, the Contractor may, within five (5) calendar days of the date of such determination or decision, appeal the determination or decision in writing to the Procurement Division Manager. Such written notice of appeal shall include all documents and other information necessary to substantiate the appeal. The Procurement Division Manager will review the appeal and transmit a decision or determination in writing. The decision will be considered final. Appeal to the Procurement Division Manager shall be a condition precedent to litigation hereunder.

All claims, counterclaims, disputes and other matters in question between the County and the Contractor that are not resolved between the Procurement Division Manager and the Contractor or through alternative dispute resolution will be decided in the Superior Court of King County, Washington, which shall have exclusive jurisdiction and venue over all matters in question between the County and the Contractor. Mediation or arbitration are not mandatory prerequisites to filing a lawsuit.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the direction of the Buyer. Failure to comply precisely with the time deadlines under this paragraph as to any claim shall operate as a waiver and release of that claim and an acknowledgment of prejudice to the County.

3-21 Mediation and Arbitration

If a dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. Thereafter, any unresolved controversy or claim arising out of or relating to this contract, or breach thereof, may be settled by arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Nothing in this paragraph precludes any party from seeking relief from King County Superior Court.

3-22 Retention of Records, Audit Access and Proof of Compliance with Contract

A. Retention of Records

1. The Contractor shall maintain books, records and documents of its performance under this contract in accordance with generally accepted accounting principles. The Contractor shall maintain and retain for a period of not less than three years after the date of final acceptance of contract work and all other pending matters are closed; all financial information, data and records used to prepare and support the Contractor's final proposal for this contract and invoicing for supplies or services and any payments resulting from change orders or claims. In addition, the Contractor shall maintain the financial information used in the preparation or support of any change orders or claims.
2. The Contractor shall ensure that its subcontractors and suppliers maintain and retain for no less than three years all records pertaining to the performance by the subcontractors and suppliers of their portions of the work under this contract.

B. Audit Access

1. The County and its authorized representatives and designees shall have access to all records maintained and retained by the Contractor and its subcontractors for the purpose of inspection, cost/price analysis, audit or other reasonable purposes related to this contract. The County and its representatives and designees shall have access to records and be able to copy such records during the Contractor's normal business hours. The Contractor shall provide proper facilities for such access, inspection and copying.
2. Audits may be conducted during or after the contract period for purposes of evaluating claims by or payments to the Contractor and for any other reason deemed appropriate and necessary by the County. Audits will be conducted by auditors selected and paid for by the County. Audits shall be conducted in accordance with generally accepted auditing standards and/or audit procedure and guidelines of the County. The Contractor shall fully cooperate with the County or its auditor(s) during audits and inspections, and provide all requested documentation.
3. If an audit is commenced more than sixty (60) days after the date of final acceptance of contract work, the County will give reasonable notice to the Contractor of the date on which the audit will begin.

C. Proof of Compliance with Contract

The Contractor shall, at any time when requested, submit to the County properly authenticated documents or other satisfactory proofs as to the Contractor's compliance with such requirements.

In addition, the Contractor will permit the County, and if federally funded, the FTA and the Comptroller General of the United States, or a duly authorized representative, to inspect all work, materials, payrolls and other data and records involving the contract.

3-23 Other Public Agency Orders

Other federal, state, county and local entities may utilize the terms and conditions established by this contract if formally requested and approved by the Buyer. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies. A formal cooperative purchasing agreement will be executed.

3-24 Recycled Products Policy

The County promotes the purchase and utilization of recycled material and products where available. Recycled material means material and byproducts which have been recovered or diverted from solid waste disposal for the purpose of recycling. It does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the event of similar pricing, availability and other factors affecting the solicitation, preference may be given to products containing recycled material.

The Contractor shall, when requested by the contract administrator, provide documentation indicating the recycled materials used and their proportion of the total value of the end product. Where recycled materials were available but non-recycled materials were actually used, in whole or in part, the Contractor shall furnish the content by price/volume of recycled and non-recycled material used, and shall furnish an explanation of the reason that recycled materials were not used.

SECTION 4 - SPECIFIC CONTRACTUAL TERMS AND CONDITIONS

4-1 Contract Documents and Precedence

The documents constituting the contract between the County and the Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they shall take precedence in the following order: Change Orders; then as listed on the "Agreement" page.

4-2 Contract Period

The initial contract period of this contract shall be one (1) year, commencing on the date of execution of this contract. If deemed in the best interests of the County, and mutually agreeable to both parties, the contract may be extended for four additional one-year periods for a total contract time period of five (5) years.

4-3 Shipping Charges

All prices shall include freight FOB to the designated delivery point. Requests for additional compensation for freight charges will be rejected by the County.

4-4 Guarantee/Warranty

The Contractor guarantees the goods and services furnished under this contract will be free from defects in material and workmanship, and will conform with all requirements of this contract, for a period of one (1) year from date of delivery or final acceptance of such goods and/or services by the County. The Contractor is responsible for all costs of replacement, including shipping charges, for goods or services found defective within that period, regardless of who actually corrects the defect.

The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect with thirty (30) calendar days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case, the County will charge-back the cost for such warranty repair to the Contractor.

The Contractor shall ensure that the warranty requirements of this contract are enforceable through and against the Contractor's suppliers, vendors, distributors and subcontractors. The Contractor is responsible for liability and expense caused by any inconsistencies or differences between the warranties extended to the County by the Contractor and those extended to the Contractor by its suppliers, vendors, distributors and subcontractors. Such inconsistency or difference will not excuse the Contractor's full compliance with its obligations under this contract.

The Contractor shall ensure the County receives warranty related work from its suppliers, distributors, proposers and subcontractors.

4-5 Industrial and Hazardous Waste

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to a public sewer, private sewer, or side sewer tributary to the metropolitan sewerage system.

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

4-6 Patents and Royalties

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any patented invention, article, process or method that may be used in performing this contract or with the completed work. The Contractor and the Contractor's sureties shall indemnify and hold the County, together with its officers and employees, harmless against any and all demands made for such fees, royalties or claims brought or made by the holder of any invention or patent. Before final payment is made on the account of this contract, the Contractor shall, if requested by the County, furnish acceptable proof of a proper release from all such fees or claims.

Should the Contractor, its agent, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material, computer programs or equipment supplied or required to be supplied or used under the contract, the Contractor shall notify the County in writing and promptly substitute other articles, materials, computer programs or equipment in lieu thereof of equal efficiency, quality, finish, suitability and market value, and satisfactory in all respects to the County.

4-7 Year 2000 Capability

The Contractor fully and unconditionally warrants that all computer hardware and/or software provided to King County under this contract is year 2000 compliant.

4-8 Nondisclosure of Data

Data provided by King County either before or after contract award shall only be used for its intended purpose. Proposers, vendors, contractors and subcontractors shall not utilize nor distribute the King County data in any form without the express approval of King County.

SECTION 5 - INSURANCE REQUIREMENTS

5-1 Evidence and Cancellation of Insurance

- A. Prior to execution of the contract, the Contractor shall file with the County certificates of insurance and endorsements from the insurer(s) certifying to the coverage of all insurance required herein. All evidence of insurance must be certified by a properly authorized officer, agent, general agent or qualified representative of the insurer(s) and shall certify the name of the insured, the type and amount of insurance, the location and operations to which the insurance applies, the expiration date, and that King County receives notice at least 45 days prior to the effective date of any cancellation, lapse or material change in the policy.
- B. The Contractor shall, upon demand of King County, deliver to King County all such policies of insurance, and all endorsements and riders, and the receipts for payment of premiums thereon.

Failure to provide such insurance in a time-frame acceptable to King County shall enable King County to suspend or terminate the Contractor's work hereunder in accordance with contract provisions regarding "Termination for Convenience/Default/Non-appropriation." Suspension or termination of this contract shall not relieve the Contractor from its insurance obligations hereunder.

5-2 Insurance Requirements

- A. The Contractor shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, King County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

For all coverages:

Each insurance policy shall be written on an "occurrence" form.

- B. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- 1. General Liability

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering
COMMERCIAL GENERAL LIABILITY.

- 2. Workers' Compensation

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" State Law.

3. Employers Liability or "Stop Gap":

The protection provided by the Workers Compensation policy Part 2 (Employers Liability) or, in states with monopolistic state funds, the protection provided by the "Stop Gap" endorsement to the general Liability policy.

C. Minimum Limits of Insurance

The contractor shall maintain limits no less than, for:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit.
2. Workers' Compensation: Statutory requirements of the State of residency.
3. Employers Liability Stop Gap: \$1,000,000.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the contractor's liability to the County and shall be the sole responsibility of the contractor.

E. Other Insurance Provisions

The insurance policies required in this contract are to contain, or be endorsed to contain the following provisions:

1. General Liability and Automobile Policy(s):
 - a. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the contractor in connection with this contract.
 - b. To the extent of the contractor's negligence, the contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees or agents shall not contribute with the insurance or benefit the contractor in any way.
 - c. The contractor's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

F. Acceptability of Insurers

Unless otherwise approved by the County:

Insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time one of the foregoing policies fail to meet the above standard, the contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

G. Subcontractors

The contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this contract shall be subject to all of the requirements stated herein.

SECTION 6 - FEDERAL TRANSIT ADMINISTRATION (FTA) REQUIREMENTS

6-1 Applicability and Federal Grant Contract

This procurement is subject to a financial assistance contract between the County and the U.S. Department of Transportation. The Contractor is required to comply with all terms and conditions prescribed for third party contracts in the grant contract between the U.S. Department of Transportation and the County.

New federal laws, regulations, policies and administrative practices may be established after the date this contract is established and may apply to this contract. To achieve compliance with changing federal requirements, the Contractor agrees to accept all changed requirements that apply to this contract.

6-2 No Government Obligations to Third Parties

Absent the Government's express, written consent and notwithstanding any concurrence by the Government in or approval of the award of any contract or subcontract or the solicitation thereof, the Government shall not be subject to any obligations or liabilities by the County's contractors or their subcontractors or any other person not a part to this contract in connection with the performance of this project.

6-3 Disadvantaged Business Participation

It is the policy of the federal Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 23, shall have maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this contract. Consequently, the requirements of 49 CFR Part 23, apply to this contract.

The Contractor agrees to ensure that disadvantaged business enterprises have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this contract. In this regard, the Contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged businesses have the maximum opportunity to compete for and perform contracts. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of federal Department of Transportation assisted contracts.

In accordance with the performance of this contract, the Contractor shall comply with the provisions and requirements set forth in this contract.

6-4 Equal Employment Opportunity

In connection with the execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age or national origin. The Contractor shall take affirmative action to ensure that the hiring of applicants and treatment of employees during employment is conducted without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or

termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause. (Authorities: Executive Order 11246, as amended by Executive Order 11375; 41 CFR § 60-1.4.)

6-5 Title VI Compliance

The Contractor will comply with and shall ensure the compliance by all subcontractors under this contract with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC § 2000d, 49 USC § 5332) and the regulations of the federal Department of Transportation, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 (hereinafter "Regulations"), as they may be amended from time to time.

During the performance of this contract, the Contractor, for itself, its assignees and successors-in-interest agrees as follows:

A. Nondiscrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, creed, sex, disability, age or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

B. Solicitations for Subcontracts, Including Procurements of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.

C. Information and Reports

The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or the Federal Transit Administration (FTA) to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information is required or a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the County, or the FTA, as appropriate, and shall set forth the efforts made to obtain the information.

D. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the County shall impose such contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
2. Cancellation, termination or suspension of the contract, in whole or in part.

E. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs A through F of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the County or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event a Contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the County to enter into such litigation to protect the interests of the County, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

6-6 Labor Provisions - Non-Construction Contracts

A. Overtime Requirements

No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week. (29 CFR § 5.5(b)(1)).

B. Violation: Liability for Unpaid Wages: Liquidated Damages

In the event of any violation of the clause set forth in paragraph A of this section, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of paragraph A of this section in the sum of ten (\$10) dollars for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by paragraph A of this section. (29 CFR § 5.5(b)(2)).

C. Withholding for Unpaid Wages and Liquidated Damages

The Department of Transportation or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph B of this section. (29 CFR §5.5(b)(3)).

D. Nonconstruction Grants

The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made and actual wages paid. Further, the County shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying or transcription by authorized representatives of the Department of Transportation and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job. (29 CFR § 5.5(c)).

E. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through E of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through E of this section.

6-7 Audit and Inspection of Records

In the case of all negotiated contracts and contracts for construction, reconstruction or improvement of facilities and equipment, which were entered into under other than competitive bidding procedures, Contractor agrees that the County, the Comptroller General of the United States or any of their duly authorized representatives, shall, for the purpose of audit and examination be permitted to inspect all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records and accounts with regard to the project. Further, Contractor agrees to maintain all required records for at least three (3) years after the County makes final payment and all other pending matters are closed.

6-8 Buy America –(Not Used)

6-9 FTA Protest Procedures

Proposers are hereby notified that, if this contract is funded in whole or in part by the Federal Department of Transportation, the Federal Transit Administration (FTA) may entertain a protest alleging that the County failed to have or follow written protest procedures. Proposers must file a protest with the FTA not later than five days after the County renders a final decision or five days after the Proposer knows or has reason to know that the County has failed to render a final decision. Protests to the FTA must be filed in accordance with FTA Circular 4220.1D (as periodically updated).

If a protest has been filed with the FTA, the County will not make an award of contract unless the County determines that: (1) the items to be procured are urgently required; (2) delivery of performance will be unduly delayed by failure to make the award promptly; or (3) failure to make prompt award will otherwise cause undue harm to the County or the Federal Government.

6-10 Privacy

Should the Contractor, or any of its subcontractors, or their employees administer any system of records on behalf of the Federal Government, the Privacy Act of 1974, 5 USC § 552a, imposes information restrictions on the party administering the system of records.

For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a government function, the County and any contractors, third-party contractors, subcontractors, and their employees involved therein are considered to be government employees with respect to the government function. The requirements of the Act, including the civil and criminal penalties for violations of the Act, apply to those individuals involved. Failure to comply with the terms of the Act or this provision of this contract will make this contract subject to termination.

The Contractor agrees to include this clause in all subcontracts awarded under this contract which require the design, development, or operation of a system of records on individuals subject to the Act.

6-11 Access Requirements for Individuals with Disabilities

The County and contractors are required to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC §§ 12101, *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC § 794; and 49 USC § 5301(d), and the following regulations and any amendments thereto:

- (A) U.S. Department of Transportation regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37;
- (B) U.S. Department of Transportation regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- (C) U.S. Department of Transportation regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 49 CFR Part 38;

- (D) U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- (E) DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- (F) U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19;
- (G) U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630;
- (H) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR Part 64, Subpart F; and
- (I) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609.

6-12 Interest of Members of or Delegates of Congress

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

6-13 Certification Regarding Debarment, Suspension and other Responsibility Matters

Pursuant to Executive Order 12549 and 12689, "Debarment and Suspension," 31 USC § 6101 note and federal regulations in 49 CFR 29, entities and individuals who are debarred or suspended by the federal government are excluded from obtaining federal assistance funds under this contract. To assure that such entities and individuals are not involved as participants on this FTA-financed contract, if the contract exceeds \$100,000 each Proposer shall complete and submit, as part of its Proposal, the certification contained in Attachment K for itself, its principals and its subcontractor(s) for any subcontract in excess of \$100,000. The inability of a Proposer to provide a certification in Attachment K will not necessarily result in denial of consideration for contract award. A Proposer that is unable to provide a certification must submit a complete explanation, attached to the certification form. Failure to submit a certification or explanation shall disqualify the Proposer from participation under this Proposal. The County, in conjunction with FTA, will consider the certification or explanation in determining contract award. No contract will be awarded to a potential third-party contractor submitting a conditioned debarment or suspension certification, unless approved by the FTA.

The certification is a material representation of fact upon which reliance is placed in determination of award of contract. If at any time the Proposer or Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, it shall immediately provide written notice to the County. If it is later determined that the Proposer knowingly rendered an erroneous certification, or failed to notify the County immediately of circumstances which made the original certification no longer valid, the County may disqualify the Proposer. If it is later determined that the Contractor knowingly rendered an erroneous

certification, or failed to notify the County immediately of circumstances which made the original certification no longer valid, the County may terminate the contract, in addition to other remedies available including FTA suspension and/or debarment.

6-14 Subcontractors' Certification Regarding Debarment Suspension or Ineligibility

The Contractor shall not knowingly enter into any subcontract exceeding \$100,000 with an entity or person who is debarred, suspended, or who has been declared ineligible from obtaining federal assistance funds; and shall require each subcontractor to complete the certification provided in Attachment L.

Each subcontract, regardless of tier, shall contain a provision that the subcontractor shall not knowingly enter into any lower tier subcontract with a person or entity who is debarred, suspended or declared ineligible from obtaining federal assistance funds, and a provision requiring each lower-tiered subcontractor to provide the certification set forth in Attachment L.

6-15 Disclosure of Lobbying Activities

Contractors and their subtier contractors and/or subgrantees are prohibited from using federal funds, other than profits from a federal contract, for lobbying Congress or any federal agency in connection with the award of a particular contract, grant, cooperative agreement or loan. In addition, for each award action in excess of \$100,000, the law requires contractors (1) to certify that they have neither used nor will use any appropriated funds for payments to pay any person or organization to influence or attempt to influence an officer or employee of any federal department or agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract, (2) to disclose the name, address, payment details, and purpose of any agreements with lobbyists whom Contractor will pay with profits or nonappropriated funds on or after December 23, 1989, and (3) to file quarterly updates about the use of lobbyists if material changes occur in their use. The law establishes civil penalties for noncompliance. (See Attachment I, Certification of Lobbying Activities, and, Attachment J, Disclosure Forms.)

6-16 Anti-Kickback

The County and contractors are required to comply with the Copeland "Anti-Kickback" Act, 18 USC § 874 and 40 USC § 276(c), as supplemented in U.S. Department of Labor regulations, 29 CFR Part 3. Under state and federal law, it is a violation for County employees, Proposers, contractors or subcontractors to accept or offer any money or benefit as a reward for favorable treatment in connection with the award of a contract or the purchase of goods or services.

"Kick-Back" as defined by Federal Acquisition Regulations (FAR), means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided directly or indirectly to any prime contractor, prime contractor employee, subcontractor or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

6-17 False or Fraudulent Statements or Claims

The Contractor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County in connection with this project, the County reserves the right to pursue the procedures and impose on the Contractor or subcontractor the penalties of 18 USC § 1001, 49 USC §§ 3801, *et seq.*, and 49 USC § 5307(n)(1), as may be appropriate. The terms of Department of Transportation regulations, "Program Fraud Civil Remedies Act of 1986," 49 CFR Part 31, are applicable to this project.

6-18 Conservation

The Contractor shall recognize mandatory standards and policies relating to energy efficiency with are contained the State Energy Conservation plan issued in compliance with the energy Policy and Conservation Act, 42 USC § 6321.

6-19 Air Pollution

The Contractor and suppliers may be required to submit evidence to the project manager that the governing air pollution criteria will be met. This evidence and related documents will be retained by the manager for on-site examination by FTA.

6-20 Environmental Requirements

The Contractor agrees to comply with all applicable standards, orders or requirements as follows:

A. Environmental Protection

The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 USC §§ 4321, *et seq.*, in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; FTA statutory requirements on environmental matters at 49 USC § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 CFR Part 1500, *et seq.*; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622.

B. Air Quality

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §§ 7401, *et seq.* Specifically:

The Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 USC or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93.

C. Clean Water

The Contractor agrees as follows:

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251, *et seq.*
2. The Contractor agrees to report any violation of these requirements resulting from any Project implementation activity to FTA and the appropriate U.S. EPA Regional Office.

D. Use of Public Lands

The Contractor agrees that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the federal, state or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used for the Project unless the FTA makes the specific findings required by 49 USC § 303.

E. Energy Conservation

The Contractor agrees to comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC §§ 6321, *et seq.*

6-21 Patent Rights

If any invention, improvement, or discovery of the Contractor or any of its subcontractors is conceived or first actually reduced to practice in the course of or under this contract, and that invention, improvement, or discovery is patentable under the laws of the United States or any foreign country, the Contractor agrees to notify the County immediately and provide a detailed report. The rights and responsibilities of the Contractor and the County with respect to such invention, improvement or discovery will be determined in accordance with applicable federal laws, regulations, policies, and any waiver thereof.

6-22 Preference for Recycled Products

To the extent practicable and economically feasible, the Contractor agrees to provide a competitive preference for recycled products to be used in the Project pursuant to the U.S. Environmental Protection Agency Guidelines at 40 CFR Parts 247-253, implementing section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

SECTION 7 - TECHNICAL SPECIFICATIONS

7-1 Consultant Tasks

The following list of tasks will need to be addressed as part of this contract, which is divided into two distinct phases:

Phase I Tasks

- 1) Review Puget Sound Regional Council's 1999 Downtown Seattle Parking Study, to be provided by the County, and fill in gaps in information (i.e., number of HOV spaces in Seattle CBD, utilization of spaces, number and location of private parking lots offering Early Bird parking, along with their rates, hours of Early Bird parking, etc.)
- 2) Develop strategies to work with parking managers /building owners to revise parking management practices to meet the goals of the project. Specifically evaluate the "Early Bird" environment in Seattle CBD (see Definitions section at beginning of this RFP for boundaries) and recommend specific strategies to modify "Early Bird" practices to reduce SOV impacts on the peak hour. Also, assess the potential/ applicability of offering discount parking days to some identifiable group of HOV users.¹
- 3) Explore the potential of implementing a parking tax in the Seattle CBD, including: approaches to mesh it with other parking strategies to increase its desirability and effectiveness, feasibility, scale, impacts and next steps.
- 4) Assess the potential for implementing parking cash-out in the Seattle CBD, including evaluating the strategy of applying the concept to entire buildings, and develop criteria to identify sites that would be viable candidates for such a program.
- 5) Prepare an implementation plan for parking cash-out at target sites and parking tax projects and develop a discount parking days program for HOV users .
- 6) Provide technical expertise and strategy advice to the County and Parking Management Team in renegotiating Transportation Management Plans with building owners, and attend initial meetings with City staff, upon request. (Note: This task would start in Phase I and may continue in Phase II.)

Phase II Tasks

- 1) Conduct discussions with downtown parking operators to negotiate changes in parking management practices, including:
 - Provision of more HOV spaces
 - Preferential pricing for rideshare vehicles
 - Signage for rideshare vehicles
 - Ensuring ample short term parking for retail / visitor uses
 - "Early Bird" practices

¹ A program that provides a parking discount at selected private parking lots to those who normally use HOV modes, but need to drive alone a few days during the month for personal needs.

- Providing for car share program parking; and
 - Discourage long term SOV commuter usage.
- 2) Facilitate the County's efforts to design and implement a parking tax and parking cash-out at candidate sites. (This may take the form of drafting language for a parking tax ordinance, meeting with building owners and preparing a financial summary of the parking cash-out proposal for target building sites, etc.)
 - 3) Support City/County staff in presentations to management and elected officials (one presentation to County managers/ County Council, one to City managers/ City Council, one to Sound Transit, and one presentation to Downtown Advisory Committee.) This would involve graphics, audio-visual materials, and hand-outs summarizing findings of project.

All reports called out as deliverables will be provided to the County in draft form for comments prior to finalizing final reports. Reports may be cumulative in format, leading to the submittal of one overall report at the end of the project.

Activation and timing of Phase II is the prerogative of the County and will be contingent upon the successful completion of Phase I tasks. Proposers must submit a separate budget and hourly breakout for each phase and each task.

7-2 Materials to Be Provided by King County

Bidders will be provided, upon request, the following reports as background references for the parking management work:

City of Seattle Transportation Strategic Plan, October 26, 1998
1999 Downtown Seattle Parking Study, Puget Sound Regional Council
City of Seattle Comprehensive Neighborhood Parking Study, Progress Report, 3/24/00
 Area Pass program evaluation

7-3 Deliverables/ Meetings

The deliverables listed below are required as part of this contract. The schedule for deliverables (based on a September 1, 2000 start date) is as follows:

Phase I Milestones	Deliverables
November 1, 2000	Parking inventory work (Phase I, Task I) completed.
December 15, 2000	Report on strategies to revise parking management practices to meet goals of project, as called for in Phase I, Task 2.
January 31, 2001	Report on potential for implementation of a Seattle CBD parking tax, as called for in Phase I, Task 3.
February 28, 2001	Report assessing potential for parking cash-out, including development of criteria for identifying buildings that are viable

	candidates for such a program, as called for in Phase I, Task 4.
March 31, 2001	Implementation plan prepared for parking cash-out, parking tax projects and parking discount days program, as called for in Phase I, Task 5.
April 30, 2001	Report prepared on success or failure in renegotiating at least five TMP's in conjunction with City staff, as called for in Phase I, Task 6.
Phase II Milestones <i>(Assumes County determines Phase I tasks have been satisfactorily completed and activates Phase II by May 15, 2001.)</i>	Deliverables
July 31, 2001	Negotiations with downtown parking operators completed and agreements signed (Phase II, Task 1)
August 31, 2001	Material providing guidance to County to assist with implementation of parking tax and parking cash-out implementation at target sites, as called for in Phase II, Task 2 (agreement to be reached between County Project Manager and consultant at outset of Phase II concerning the expectations for this deliverable)
As required	Presentation materials provided to County/City team to use in meetings with managers and elected officials. (Phase II, Task 3)

In addition to the deliverables listed above, Proposers should budget for a minimum of eight 2-3 hour meetings with the project team over the course of the project. A preliminary meeting would occur at the outset of the project to discuss goals, issues and expectations. Thereafter, meetings between the consultant and the project team would take place with the delivery of each draft report. Additional meetings may be required for the task involving TMP renegotiation with City staff.

7-4 Schedule of Payments

The County will issue payments to the Contractor following receipt of invoices, based on the following schedule:

Phase I

Payment 1 (1/3 of cost of Phase I) – following delivery of final report on strategies to revise parking management practices (Completion of Phase 1, Tasks 1 & 2)

Payment 2 (1/3 of cost of Phase I) – following delivery of final report on parking cash-out potential (Completion of Phase 1, Tasks 3 & 4)

Payment 3 (1/3 of cost of Phase I) – following delivery of final report on success of TMP negotiations (Completion of Phase 1, Tasks 5 and 6)

Phase II

Payment 1 (1/3 of cost of Phase II) – following delivery of signed agreements with parking operators (Completion of Phase II, Task 1)

Payment 2 (1/3 of cost of Phase II) – following delivery of materials for implementation of parking tax and parking cash-out (Completion of Phase II, Task 2)

Payment 3 (1/3 of cost of Phase II) – following delivery of presentation materials (Completion of Phase II, Task 3)

SECTION 8- EVALUATION CRITERIA

8-1 General

This section contains the Proposal evaluation criteria to be addressed by Proposers. Proposals need to be specific, detailed and straightforward using clear, concise, easily understood language.

8-2 Scoring and Evaluation Criteria

Each Proposal has a total possible score of 100 points with assigned weights as follows:

I. Project Understanding and Organization's Capabilities	40
II. Qualifications and Experience	35
III. Cost Proposal	<u>25</u>
Total	100

The project evaluation team will score each Proposal on the completeness and adequacy of the Proposer's responses. The criteria, listed in descending order of importance, used by the project evaluation team in evaluation of proposals, shall include the following:

I. Project Understanding and Organization's Capabilities

The Proposer's presentation of how it plans to perform the scope of work set forth in Section 7 of this document shall be evaluated. The proposal will be evaluated based on:

- The extent to which it demonstrates an understanding of the project purpose and objectives
- Its comprehensiveness and proposed approach for performing the tasks.
- Methods for producing the deliverables identified in the scope of work.
- The proposer's experience with development, start-up and implementation of innovative transportation services, as well as with specific parking management strategies
- Cost of overall project and breakdown by task.

II. Qualifications and Experience

The Proposer's ability to successfully perform the required tasks shall be evaluated. The County will consider all the material submitted by the Proposer, and other evidence it may obtain otherwise, to determine whether the Proposer appears to be capable of and has a history of successfully performing the kind of services identified in this RFP and completing contracts and agreements of this type. The County will evaluate the Proposer's technical competence in developing and implementing parking management strategies. The County will also evaluate the extent to which the Proposer exhibits and understands the issues involved in implementing parking management strategies from the perspective of both the public and private sectors, in particular, private parking operators.

The following elements will be considered by the County's Project Evaluation Team in determining the extent to which a Proposer has demonstrated its capability, qualifications and experience:

1. The ability, capacity and skill of the Proposer to perform and provide the services required, as demonstrated by resumes of project staff, past projects, the current proposal, and references provided.
2. The quality and timeliness of performance by the Proposer on previous contracts and agreements, as determined by contacting references.

Each Proposer is requested to provide information to establish the ability of the Proposer to satisfactorily perform the scope of work. Such information shall demonstrate the Proposer's competence in the services to be provided, the nature and relevance of similar work performed or being performed, staffing capability and supportive client references. The following information is requested:

1. Brief profile of the Proposer, including all types of services offered, form of organization (e.g., corporation, partnership, sole proprietorship), and brief description of the organization or network .
2. Description of management experience (experience with subcontracting, coordinating and monitoring project performance).
3. Identification of key team members. Provide brief resumes, describe the qualifications, specialized knowledge, technical competence and experience of each team member and percentage of time dedicated to this project. (1 page maximum for each staff member).
4. If possible, provide company name, contact, address and telephone number, and anticipated role, qualifications, and experience of any proposed subconsultant(s) not already included above.

III. Cost Proposal

- Each proposal will be evaluated on the soundness of the proposed program costs by task, including a determination by the project evaluation team of whether the budget and the assumptions on which it is based are feasible.
- The project evaluation team will determine whether each proposal has accounted for all necessary expenditures.
- Program costs should be identified by phase and task, as described in section 7.4, deliverables, and attachment B.

ATTACHMENT A

PROPOSAL RESPONSE FORM

RFP NO: 00-041

Proposer's Declarations and Statement of Understanding

The undersigned (hereinafter called the "Proposer") declares that he/she has read the RFP and has authority to submit the following Proposal. The Proposer understands that, in addition to this Proposal Response Form, the RFP and Proposer's supporting documents constitute parts of the Proposal and are incorporated herein by reference. Proposer acknowledges that addenda numbers _____ through _____ have been delivered and have been taken into account as part of this Proposal, and that all addenda issued are hereby made part of our Proposal.

Proposer hereby designates _____, Telephone No: _____
as the person to contact for additional information about our Proposal.

E-Mail Address: _____ Fax No: _____

DECLARATION

By signing this Proposal, I hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. The undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this Proposal is submitted.
2. By signing the signature page of this Proposal, the undersigned business organization is deemed to have signed and agreed to the provisions of this declaration, and authorized the signature below.
3. In preparing this Proposal, the Proposer has not been assisted by any current or former employee of the County whose duties relate now or have related in the past to this Proposal or prospective agreement, and who was assisting in other than his or her official public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this Proposal. Any exceptions to these assurances are described in full detail on a separate page and attached to this Proposal Response Form.

Internal Revenue Service (IRS) Reporting Requirements

Check one: ☐Corporation; ☐Partnership; ☐Sole Proprietor; ☐Other _____

Identify: State of Incorporation: _____

Provide one: Federal Tax Number _____

Social Security Number _____

Identify: UBI Number _____

Business License Number _____

What is the official name registered with the IRS for this number: _____

Firm Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Authorized Signature: _____

ATTACHMENT B

PRICE PROPOSAL FOR RFP NO. 00-041

CONSULTANT SERVICES, PARKING MANAGEMENT STRATEGIES

The undersigned Proposer hereby agrees to furnish and install the equipment and provide the services in accordance with the specifications and addenda issued under the above RFP.

Phase	Task	Description	Hours	Subtotal \$	Total \$
1	1				
1	2				
1	3				
1	4				
1	5				
1	6				
2	1				
2	2				
2	3				

Prompt payment discount offered: Percentage: _____ Days: _____

Standard payment is net 30 days. Evaluation will be at the discounted prices if the time for the discount is 20 days or greater.



ATTACHMENT C

Personnel Inventory Report

King County Procurement Services Division
 Department of Finance
 620 King County Administration Bldg.
 500 Fourth Avenue
 Seattle, WA 98104
 (206) 296-4210 FAX (206) 296-4211
 TD/VOICE 296-0100
<http://www.metrokc.gov>
 REVISED 6/96

Legal name of business _____ Telephone No: _____

dba (if applicable) _____

Street address _____

City _____ State _____ Zip Code _____

DO ANY OF YOUR EMPLOYEES BELONG TO A UNION AND/OR DO YOU USE AN EMPLOYEE REFERRAL AGENCY?

YES ____ **NO** ____ . If yes, list the unions and/or employee referral agencies with whom you have agreements:

If you expect to do more than \$25,000 worth of business with King County, the unions or employee referral agencies must submit a statement of compliance with King County Code Chapter 12.16.

DO YOU HAVE ANY EMPLOYEES? YES ____ **NO** ____ . If yes, list on the Employment Data Chart below the total number of employees for all businesses located in (1) King County. If none, list the total number of employees for all businesses located in (2) Washington State. If none, list the total number of employees for all businesses located in the (3) United States. Indicate which locale (1,2,3) report covers: _____.

Employment Data	Whites		African Americans		Asians		Native American s		Hispanics		Disabled		Minority Sub-Total		Disabled Sub-Total	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Job Categories																
Managerial																
Professional																
Technical																
Clerical																
Sales																
Service																
Labor																
On-Job Trainees																
Apprentice																
*Skilled Craft																
Sub-Total																

* Journey worker: List by classification on reverse, e.g., carpenter, plumber, etc.

Total number of Employees Reported Above: _____ (If no employees, write ("0").)

This report covers Business Location(s) in (circle one): [King County, Washington State, Other States] for the Payroll Period ending (MONTH/DAY/YEAR): _____.

IRS Employer Identification Number: _____.

Submitted by: _____ Title: _____ Date: _____
 Name (print or type)



ATTACHMENT E
Affidavit and Certificate of Compliance
With King County Code Chapter 12.16, Discrimination and Affirmative Action in
Employment by Contractors, Subcontractors and Vendors.

Company Name: _____

STATE OF WASHINGTON

SS

COUNTY OF KING

The undersigned, being first duly sworn, on oath states on behalf of the Contractor as follows:

Definition: "Contractor" shall mean any contractor, vendor or consultant who supplies goods and/or services. "Contract" shall mean any contract, purchase order or agreement with King County Government, hereinafter called the County.

A. Contractor recognizes that discrimination in employment is prohibited by federal, state and local laws. Contractor recognizes that in addition to refraining from discrimination, affirmative action is required to provide equal employment opportunity. Contractor further recognizes that this affidavit establishes minimum requirements for provisions of the general contract specifications as applied to service, consultant and vendor contracts exceeding \$25,000, or public work contracts exceeding \$10,000. Contractor herein agrees that this affidavit is incorporated as an addendum to its general contract, and recognizes that failure to comply with these requirements may constitute grounds for application of sanctions as set forth in the general specifications. King County Code Chapter 12.16 and this affidavit, PROVIDED FURTHER, that in lieu of the affidavit, the Executive may accept a statement pledging adherence to an existing contractor affirmative action plan where the provisions of the plan are found by the Executive to substantially fulfill the requirements of this chapter.

B. Contractor shall give notice to their supervisors and employees of the requirements for affirmative action to be undertaken prior to the commencement of work.

C. This person has been designated to represent the

3. Statement from Union or Worker Referral Agency: This statement affirms that the signee's organization has no practices and policies which discriminate on the basis of race, color, creed, religion, sex, age, marital status, sexual orientation, nationality or the presence of any sensory, mental or physical disability.

The information required in this section shall be submitted on forms provided by the County unless otherwise specified.

F. Subcontractors: For public work projects and contracts over \$10,000, the prime contractor shall be required to submit to the County, along with its qualifying documents under this chapter, employment profiles, Affidavits of Compliance Reports and Union Statements from its subcontractors in the same manner as these are required of the prime contractor. Reporting requirements of the prime contractor during the contract period will apply equally to all subcontractors.

G. Employment Goals for Minorities, Women and Persons with Disabilities: Employment goals shall be established for two industry categories, i.e., construction contractors and vendor/ service contractors, using a multi-factor availability analysis.

1. Construction contractor and subcontractor performance: Goal attainment is based on the total hours of employment as determined by the monthly utilization reports.

2. Consultant and vendor/service contractor performance: Goal attainment if based on the total number of employees as determined by Personnel Inventory Reports.

H. Alternative Goal Option: Contractors may establish goals in-dependently if they believe the King County goals are not applicable to their specific situation. Contractors who secure King County's assent in pursuing this option must use a multi-factor analysis

Contractor and to be responsible for securing compliance with and for reporting on the affirmative actions taken.

**AUTHORIZED AFFIRMATIVE ACTION
REPRESENTATIVE**

NAME: _____

D. Contractor will cooperate fully with the M/WBE and Contract Compliance Division and appropriate County agents while making every reasonable “good faith” effort to comply with the affirmative action and nondiscrimination requirements set forth in this sworn statement and in King County Code Chapter 12.16.

E. Reports. The Contractor agrees to complete and submit with this affidavit such additional reports and records that may be necessary to determine compliance with the affidavit and to confer with the MWBE and Contract Compliance Division staff at such times as the County shall deem necessary. The information required by this chapter includes but is not limited to the following reports and records:

1. Personnel Inventory Report: This report shall include a breakdown of the employer’s workforce showing race, gender, and disability status.

2. Monthly Utilization Report: This report shall apply to public work contractors and subcontractors and shall provide the number of hours of employment for minority, women and disabled employees by craft and category.’

with methodology and data sources approved by the County.

I. Underrepresentation of Minorities, Women and Disabled Persons: Underrepresentation of minorities, women and disabled persons will not be deemed a per se violation of King County Code Chapter 12.16 where a contractor’s employment statistics demonstrate that minorities, women and disabled persons are underrepresented in its workforce in relationship to the county employment goals. The burden will be on the contractor to show that the minimum affirmative action measures set forth below have been met and that a reasonable “good faith” affirmative action plan in compliance with this chapter has been pursued.

J. Minimum Affirmative Action Measures: Contractor agrees that failure to implement and/or maintain reasonable “good faith” efforts to achieve the County employment goals will constitute a breach of this agreement. The evaluation of a contractor’s compliance with this chapter shall be based upon the contractor’s effort to achieve maximum results from its affirmative action program. The contractor shall document these efforts and shall implement affirmative action steps at least as extensive as the following:

1. Policy Dissemination: Internal and external dissemination of the contractor’s equal employment opportunity policy; posting of nondiscrimination policies and of the requirements of this chapter on bulletin boards clearly visible to all employees; notification to each subcontractor, labor union r representative of workers with which there is a collective bargaining agreement or other contract, subcontract, or understanding of the contractor’s under this chapter, inclusion of the equal opportunity policy in advertising in the news media and elsewhere.

2. Recruiting: Adoption of recruitment procedures designed to increase the representation of women, minorities and disabled persons in the pool of applicants for employment, including, but not limited to establishing and maintaining a current list of minority, women and disabled recruitment sources, providing these sources written notification of employment opportunities and advertising vacant positions in newspapers and periodicals which have minority, female and/or disabled readership.

3. Self-assessment and Test Validation: Review of all employment policies and procedures, including review of tests, hiring and training practices and policies, performing evaluations, seniority policies and practices, job classifications and job assignments, to assure that they do not discriminate against, or have a discriminatory impact on, minorities, women and disabled persons; validation of all tests and other selection requirements where there is an obligation to do so under state or federal law.

4. Record of Referrals: Maintain a current file of application of each minority, woman and disabled applicant or referral for employment indicating what action was taken with respect to each such individual and the reasons therefore. Contact these people when an opening exists for which they may be qualified. Names may be removed from the file after twelve months have elapsed from their last application or referral.

5. Notice to Unions: Provide notice to labor unions of the contractor's nondiscrimination and affirmative action obligations pursuant to King County Code Chapter 12.16. Contractors shall also notify the King County Executive if labor unions fail to comply with the nondiscrimination or affirmative provisions.

6. Supervisors: Ensure that all supervisory personnel understand and are directed to adhere to and implement the nondiscrimination and affirmative action obligations of the contractor under this chapter. Such direction shall include, but not be limited to, adherence to, and achievement of, affirmative action policies in performance appraisals of supervisory personnel.

7. Employee Training: Develop on-the-job training opportunities which expressly include minorities, women and disabled persons.

8. Responsible Person: Designate an employee who shall

county-sponsored training programs on relevant areas of affirmative action and equal employment opportunity.

Where a contractor's employment statistics demonstrate that minorities women and disabled persons are underrepresented, failure to follow any of the requirements of Paragraph J (1-10) shall be *prime facie* evidence of noncompliance with this agreement.

K. Contractor agrees in all its employment policies and practices to refrain from discrimination against any person on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, or the presence of any mental, physical or sensory disabilities, including but not limited to hiring, firing, lay-off, promotion or demotion, job assignment, wages, and other terms and conditions of state and local rules, laws or ordinances and regulations regarding any such discrimination.

L. Contractor agrees to provide reasonable access upon request to the premises of all places of business and employment, relative to work undertaken in this contract, and to records, files, information and employees in connection therewith, to the M/WBE and Contract Compliance Division or agent for purposes of reviewing compliance with the provisions of this affidavit and agrees to cooperate in any compliance review.

M. Should the M/WBE and Contract Compliance Division find, upon complaint, investigation or review, the Contractor not be in good faith compliance with the provisions contained in this affidavit, it shall notify the County and contractor in writing of the finding fully describing the basis of noncompliance. Contractor may request withdrawal of such notice of noncompliance at such time as the compliance office has notified in writing the contractor and the County that the noncompliance has been resolved.

N. The contractor agrees that any violation of the specific provisions of this chapter and of any term of the affidavit of compliance required herein, including reporting requirements, shall be deemed a violation of King County Code Chapter 12.16. Any such violation shall be further deemed a breach of a material provision of the contract between the County and the contractor. Such breach shall be grounds for implementation of any sanctions provided for in this chapter, including but not

have responsibility for implementation of the contractor's affirmative action measures.

9. Progress Reporting: Prepare as part of the affirmative action plan an analysis and report on the progress made toward eliminating the underrepresentation of women, minorities and persons with disabilities in the contractor's workforce on an annual basis.

10. Contractor Training: In addition, contractors who do not meet employment goals for women, minorities and persons with disabilities and who do not have approved affirmative action measures may be required to attend

limited to, cancellation, termination or suspension, in whole or in part, of the contractor by the County; liquidated damages; or disqualification of the contractor PROVIDED, that the implementation of any sanctions is subject to the notice and hearing provisions of King County Code Chapter 12.16.110.

O. Contractor recognizes that it is bound by all provisions of King County Code Chapter 12.16 and acknowledges receipt of a copy thereof.

VALID ONLY IF NOTARIZED

DESIGNATED CONTRACTOR: _____
Company Name

ADDRESS: _____
Street City State
Zip

AUTHORIZED SIGNER: _____
Signature Title

NAME: _____ PHONE: _____
Type or Print

SUBSCRIBED AND SWORN TO before me RECEIVED BY:
this _____ day of _____ 20 _____
King County Date

Notary Public in and for the State of

residing at _____

ATTACHMENT F

**SWORN STATEMENT REGARDING MINORITY AND WOMEN BUSINESS
ENTERPRISE COMMITMENT
RFP NO. 00-041**

STATE OF _____)
) ss.
COUNTY OF _____)

A. This Sworn Statement constitutes the Proposer's statement of its efforts to take all necessary and reasonable steps to ensure that Minority and Women Business Enterprises have the maximum opportunity to participate in the performance of subcontracts and agreements hereunder. The Proposer also affirms that all documentation submitted herewith is true and accurate.

B. The Proposer hereby designates as the person who has been charged by the Proposer with the responsibility for carrying out and reporting the Proposer's compliance with the County's requirements for Minority and Women Business Enterprises:

Name: _____

Title: _____

C. There may be few subcontracting opportunities for M/WBEs involved in the performance under this RFP. The County has not established a M/WBE participation goal. If the Proposer subcontracts any work under a contract awarded pursuant to this RFP, the Proposer shall make affirmative efforts to solicit and use certified M/WBEs.

D. Affirmative efforts shall include at a minimum that the following steps be taken prior to entering into any subcontract agreements:

1. Contact the County's Minority/Women Business Enterprise Division to explain the work to be subcontracted and to obtain a listing of certified businesses which are capable of performing such subcontract work;
2. Solicit Proposals from such certified businesses; and
3. Award subcontracts to such capable State of Washington-certified businesses which provide reasonable Proposals.

Name of Proposer

By: _____

Title: _____

SUBSCRIBED AND SWORN to before me

the ____ day of _____, 20____

NOTARY PUBLIC in and for the

State of _____

residing at _____

ATTACHMENT G

CURRENT OR FORMER KING COUNTY EMPLOYEE DISCLOSURE FORM

RFP NO: 00-041

(Submit to King County only when applicable)

1. Identify current or former employees of the County involved in the preparation of this Proposal or the anticipated performance of the work or services to be provided on this contract.

Name of current or former Employee: _____

Date of Last Employment with the County: _____

2. The Contractor is responsible for notifying the County's project manager of current or former County employees who become involved in the contract any time during the term of the contract:

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT I

CERTIFICATE OF LOBBYING ACTIVITIES

RFP NO: 00-041

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, grant, loan or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee or a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT J
DISCLOSURE FORM TO REPORT LOBBYING
DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S. C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For material change only: year _____ quarter _____ Date of last report: _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier _____, if known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (Last name, First name, MI):	
11. Amount of Payment (check all that apply):	13. Type of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: _____	
12. Form of Payment (check all that apply): a. cash b. in kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and date(s) of service, including officer(s), employee(s), or member(s) contacted, for payment indicated in Item 11: <div style="text-align: right;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>		
15. Continuation Sheet(s) SF-LLL-A attached: Yes No		

<p>16. Information requested through this form is authorized by title 31 USC § 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 USC § 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____</p> <p>Date: _____</p>
---	--

ATTACHMENT J

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing to title 31 USC section 1352. The filing of a form is required for each payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subaward of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the Federal action identified in item 1 - (e.g., Request for Proposal (RFP) number, Invitation for Proposal (RFP) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full name, of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the amount of box(es). Check all boxes that apply. If payment is made through in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not an SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

ATTACHMENT K

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS -
PRIMARY COVERED TRANSACTIONS**

RFP NO: 00-041

Federal Transit Administration (FTA)

The prospective Primary Participant (potential contractor for a major third-party contract), _____
_____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this Proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

[If the primary participant (applicant for an FTA grant, or cooperative agreement or potential third-party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.]

THE PRIMARY PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD-PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 USC SECTIONS 3801, *ET SEQ.*, ARE APPLICABLE THERETO.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT L

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION -
LOWER-TIER COVERED TRANSACTIONS**

RFP NO: 00-041

The Lower-Tier Participant (potential sub-grantee or sub-recipient under a Federal Transit Administration (FTA) project, potential third-party contractor, or potential subcontractor under a major third-party contract), _____ certifies, by submission of this Proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

The Lower-Tier Participant will not knowingly enter into any lower-tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

The prospective Lower-Tier Participant agrees by submitting this proposal that it will include this requirement in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.

If the Lower-Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third-party contractor, or potential subcontractor under a major third-party contract) is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Proposal.

THE LOWER-TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-AGREEMENT UNDER AN FTA PROJECT, POTENTIAL THIRD-PARTY CONTRACTOR, OR POTENTIAL SUBCONTRACTOR UNDER A MAJOR THIRD-PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 USC SECTIONS 3801, *ET SEQ.*, ARE APPLICABLE THERETO.

Name of Firm: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____



King County
Board of Ethics

ATTACHMENT M
KING COUNTY CONSULTANT DISCLOSURE FORM

Pursuant to 3.04.120, this form is to be completed by private consultant firms or individuals entering into contracts with King County to perform studies costing in excess of \$2500. **IMPORTANT NOTE: No payment shall be made on any contract with any private consultant firm and/or individual until five days after receipt of this form by the Board of Ethics, 900 Fourth Avenue, Bank of California Building, Suite 860, Seattle, WA., 98164, MS-BOC 0860; (206) 296-1586; FAX (206) 205-0725. Both consultant and contracting department are responsible for ensuring compliance with this requirement.**

PLEASE TYPE OR PRINT ALL INFORMATION - ALL QUESTIONS MUST BE ANSWERED 'YES' 'NO' OR 'N.A.'

Contract Number: _____

Consultant's Name: _____ Amount of Contract: _____

Address: _____ Duration: _____

Contracting King County Dept. AND Div: _____

Type of Services Contracted: _____

1. List the name of any office or directorship in the firm presently held by former King County employees whose employment with the County terminated within the past two years:

Name: _____ Office/Directorship: _____

Former County Department: _____ Date Terminated: _____

2. List any office or directorship in the firm held by any current King County employee:

Name: _____ Office/Directorship: _____

County Department: _____

Name: _____ Office/Directorship: _____

County Department: _____

3. List name of current King County employee's spouse or immediate family member holding an office or directorship in the firm:

Name: _____ Office/Directorship: _____

Name of County Employee: _____ County Department: _____

Relationship to Employee (spouse, sister, brother, etc.): _____

Name: _____ Office/Directorship: _____

Name of County Employee: _____ County Department: _____

Relationship to Employee (spouse, sister, brother, etc.): _____

4. Indicate level of financial interest in the firm by King County employee, his/her spouse or immediate family members:

Name: _____ Office/Directorship: _____

Percentage of Stock (if more than 5%): _____ Salary: _____

Other form of interest in firm (please specify): _____

5. Indicate whether an officer or director in the firm (whether salaried or unsalaried) is a member of a King County board or commission:

Name: _____ Office/Directorship: _____

County Board or Commission: _____

Name: _____ Office/Directorship: _____

County Board or Commission: _____

6. List all other contracts you or your firm have had with King County during the past five years, including the amount of the contract. Attach a separate sheet if necessary.

Type of work or service provided: _____

Contract Amount(s): _____

Duration of Contract(s): _____

Contracting Department AND Division: _____

7. Are there any potential conflicts of interest that need to be disclosed? If so, please explain:

... continue on an additional sheet if necessary.

ATTESTATION:

I, _____, certify under penalty of perjury that this statement is true, accurate, and complete.
(print name)

(Signature)

(Title)

Signed this _____ day of _____, 20____.

Revised 3/99
King County Board of Ethics